



# COUNTY OF ROANOKE

## FINANCE DEPARTMENT

### PURCHASING DIVISION

Kari Sutphin  
Buyer

P.O. Box 29800  
5204 Bernard Drive SW, Suite 300F  
Roanoke, VA 24018  
Phone: (540) 283-8151  
[ksutphin@roanokecountyva.gov](mailto:ksutphin@roanokecountyva.gov)

## REQUEST FOR PROPOSALS

**#2018-093**

Background Screening Services

for

Roanoke County

*Sealed Proposals Due:*

May 21, 2018  
2:00 PM  
(Local Prevailing Time)  
One (1) unbound original  
Three (3) bound complete copies  
One (1) electronic copy (USB preferred)

## RFP #2018-093 Background Screening Services

### **GENERAL INFORMATION**

Roanoke County is seeking proposals from qualified vendors to provide establish a firm fixed price contract with one company that specializes in background screening services to conduct background verifications for Roanoke County's Park, Recreation and Tourism Department. It is the intention of Roanoke County to award a one (1) year contract with the option of four (4) one (1) year renewals.

One unbound original, three (3) bound complete copies and one electronic copy (USB preferred) of the proposals, in a sealed envelope/package, will be received at and until **May 21, 2018, at 02:00 PM (local prevailing time)**, in the Roanoke County Purchasing Division at 5204 Bernard Drive, Suite 300F, Roanoke, Virginia 24018. NO faxed proposals will be accepted. It is the responsibility of the Offeror to ensure that its proposal is received in the Purchasing Division by the above date and time. Any proposal received after the above time and/or date will be returned to the Offeror unopened. Your response must be submitted in a sealed envelope/package, clearly marked "**RFP #2018-093 Background Screening Services**" on the outside of the envelope/package. The Offeror assumes responsibility for having its proposal delivered on time at the place specified. An agent of the Offeror authorized to make financial and delivery commitments must sign the proposal. As this is a formal, sealed Request for Proposal no information regarding the contents of the proposal or the identity of the Offerors will be discussed until after the negotiation process.

Roanoke County shall provide the mechanism for the evaluation of all information received. Roanoke County reserves the right to make the final determination of responsible Offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. Proposals shall be as thorough and detailed as possible so that the County may properly evaluate the capabilities of the Offeror to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business or firm.

### **RFP QUESTIONS**

Any inquiries regarding submittal of proposal or any questions concerning specifications shall be in writing and sent via mail or email to:

Kari Sutphin, Buyer  
5204 Bernard Drive SW, Suite 300F  
Roanoke, VA 24018

Phone: (540) 283-8151  
[ksutphin@roanokecountyva.gov](mailto:ksutphin@roanokecountyva.gov)

Written responses, including any questions will be provided on our Purchasing Website in the form of an Addendum. It is the responsibility of the Offeror to periodically check our website for any addendum or sign up for County Email Notification. Questions received within five (5) days of the proposal closing date will be attempted to be answered, but will not be reason to delay the closing time of the proposals.

### **NO CONTACT POLICY**

After the date and time established for receipt of proposals by the County, any contact initiated by any Offeror with any County representative, other than the purchasing representative listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause disqualification of the Offeror from this procurement transaction.

## **SCOPE OF WORK**

The County of Roanoke is soliciting proposals from qualified firms for background screening services to include all documentation required to accomplish the background search in accordance with the scope of work and terms and conditions. The following specifications are provided for your review and consideration:

**A. Standard Package shall include the following:**

1. Social Security Verification – Successful Bidder shall compare the name, DOB, and social security number to ensure that the applicant has provided accurate information for their screening.
2. Address Verification – Identifies all addresses that have been associated with the applicants name and social security number during their adult life. It shall be the responsibility of the Successful Bidder to know which locality it should search on the local level.
3. Local Criminal Records Search – Statewide or countywide criminal records search in the jurisdiction with the longest and most current residency. Please note this is not a database search as the national recommended guidelines do not accept national database searches as a substitute for state or county level searches.
4. National Criminal Records Search including the following areas:
  - a. Sex Offender Registry
  - b. OFAC Specially Designated Nationals and Blocked Persons
  - c. OFAC Sanctioned Countries including Major Cities and Ports
  - d. Non-Cooperative Countries and Territories
  - e. Department of State Trade Controlled Debarred Parties
  - f. U.S. Bureau of Industry and Security
  - g. Unverified Entities List
  - h. Denied Entities List
  - i. FBI Most Wanted Terrorist and Seeking Information List
  - j. Interpol Most Wanted List
  - k. OSFI Canadian Sanctions List
  - l. United Nations Consolidated Sanctions List
  - m. European Union Terrorism List
5. Must have experience with screening youth sport coaches through Operation TLC2. Please see Attachment A Operation TLC2.

**B. General Requirements:** All background verifications shall encompass the lifetime of the applicant. Verifications shall be completed within 72 hours from submission from the County of Roanoke.

1. Specific plans for providing the required services include:
  - a. The Successful Bidder shall provide and assure accuracy and confidentiality with all records, reports, and documents.

- b. The Successful Bidder shall communicate directly with any/all forms of automation/electronic transmission capability that the County uses such as, electronic reporting, e-mail, etc.
  - c. The Successful Bidder shall be responsible for reporting to the County any changes in any applicable legislation that will have an impact on the services required and performed under this contract. The Successful Bidder shall also implement all mandatory regulations or changes that result from such legislation.
2. The Successful Bidder shall provide online system access to include but not limited to the following abilities:
  - a. Submitting new request
  - b. Retrieving results
  - c. View status of pending verifications
  - d. Storage of past verification results.
3. The Successful Bidder shall provide Roanoke County with YES/NO answer based on Roanoke County exclusion criteria for youth sport coaches. The exclusion criteria is attached to this IFB as Attachment A.
4. The Successful Bidder shall communicate with screened persons who challenge the results of the screening and/or disqualified.
5. Shall accept screenings of any number at one time.
6. Accept Microsoft Excel document of screening applicants information to conduct screening.
7. Willing to travel to Roanoke, VA at own expense for any required training we should need.
8. Charge no additional fees beyond screening charge for any requests.

## **REFERENCES**

All Offerors shall include a list of five references, from local governments and similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and overall expertise. Include names, contact persons, and phone numbers of all references on the attached Reference Form.

References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked short listed Offeror or Offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.

## **EVALUATION CRITERIA**

*Several factors, in addition to costs, will be taken into account when evaluating proposals.*  
Roanoke County shall provide the mechanism for the evaluation of all information received, the final determination of responsible Offerors, and reserves the right to waive informalities and to accept or reject any or all proposals.

The criteria below will be utilized in the evaluation of qualifications for development of the shortlist of those Offerors to be considered for interviews/demonstrations and/or potential negotiations. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

- A. Overall quality of proposal submitted
- B. Overall qualifications and experience of the firm and any subcontractors, including experience in providing these services;
- C. Capability and experience of the project staff including experience with similar work and as evidenced by submission of resumes of personnel to be assigned to this work;
- D. Work plan, schedule and methodology;
- E. Past record and performance of the firm with respect to schedule compliance, cost control and quality of work; and
- F. Proposed cost of services.

### **BASIS FOR AWARD**

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the County, shall be utilized in the final award. Respondents are encouraged to submit proposals that the respondent feels best meets the needs of Roanoke County. The County will make the final determination of the proposal that best meets the needs of Roanoke County.

### **COOPERATIVE PROCUREMENT**

The procurement of goods and/or services provided for in this Request for Proposals is being conducted pursuant to Virginia Code, Section 2.2-4304.

Therefore, the Offeror or Bidder is advised, and by submitting a response to this procurement, such Offeror or Bidder agrees that any resulting contract from this procurement may in addition to the County of Roanoke, may also be extended to other public agencies or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful Offeror or Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code, Section 2.2-4304.

The County of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful Offeror or Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

### **GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS-RFP (04/12/2012)**

**READ CAREFULLY** - Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

Wherever the term Roanoke County, County or Roanoke County Board of Supervisors is used it is understood to include the Roanoke County School Board, in addition, any contract awarded from this solicitation may be used by Roanoke County Public Schools and any other

public entity for which the County of Roanoke acts as a fiscal or purchasing agent.

### **SUBMISSION AND RECEIPT OF PROPOSALS**

- (a) To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", proposal number and the title of the Request for Proposal and received in the Roanoke County Finance Department/Purchasing Division no later than the specified date and time for the Request for Proposal opening. Failure to timely submit such proposal shall disqualify the Offer and such proposal will be returned to the Offeror unopened. NO FAXED PROPOSALS WILL BE ACCEPTED.
- (b) Unless otherwise specified, Offerors must use the Request for Proposal price form furnished by the County. Failure to do so shall be grounds for rejection of the proposal.
- (c) Proposals having any erasures or corrections must be initialed in ink by the Offeror. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All quotations must either be typewritten or printed in ink.
- (d) The original proposal response must not be permanently bound as to allow for document scanning for internal recordkeeping and one (1) electronic copy on USB is preferred.

### **IMPORTANT NOTICE – ADDENDUMS AND NOTICES OF AWARD**

Vendors may visit <http://roanokecountyva.gov/list.aspx> to sign up to receive emails or text message notices about bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. It is the vendor's responsibility to keep information current in the system in order to receive the notifications. The sign up only requires an email address and/or a cell phone number for receiving text messages (if your phone is capable) and your choice of categories.

Although 'Notify Me' will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website, , and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 772-2061, Ext. 311.

Questions should be directed to:

Kari Sutphin, Buyer  
5204 Bernard Drive SW, Suite 300F  
Roanoke, VA 24018

Phone: (540) 283-8151  
ksutphin@roanokecountyva.gov

### **ACCEPTANCE OR REJECTION OF PROPOSALS**

The County of Roanoke reserves the right to accept or reject any or all offers. The County also reserves the right to award the contract for any such materials, goods or services the County deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the County. Roanoke County reserves the right to make a site visit to the facility prior to proposal award.

### **PROPOSAL GUARANTY**

The Offeror must guarantee not to withdraw a proposal during the period of ninety (90) days

following the due date or until a contract is signed; that if such proposal is accepted the Offer will accept and perform under the terms of this RFP, the proposal and any subsequent negotiation and resulting contract.

Modification or withdrawal of a proposal will be executed as outlined in the Roanoke County Procurement Code.

Roanoke County encourages free and open competition. Whenever possible, specifications, proposal invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy Roanoke County's needs and the accomplishment of a sound economical operation. The Offeror's signature on this proposal guarantees that the price offered has been established without collusion with other eligible Offerors and without effort to preclude Roanoke County from obtaining the lowest possible competitive price. The award (s) will be made to the responsible Offeror(s) whose proposal is determined to be most advantageous to Roanoke County based on the evaluation factors set forth in this Request for Proposal.

Costs of developing and delivering responses to the Request for Proposals are entirely the responsibility of the Offeror.

All materials submitted in response to the RFP become the property of Roanoke County upon delivery to the Roanoke County Purchasing Office and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

### **SELECTION PROCESS/AWARD OF CONTRACT**

As this is a Request for Proposal, no information regarding the identity of neither the vendors nor the contents will be released until after the negotiation process.

Proposals may be ranked without interviews; hence, firms are encouraged to submit their initial proposals as comprehensively as possible.

The selection process will be in accordance with **Section 2.2-4302.2 of the Code of Virginia:**

4. For professional services, the public body shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used by the public body in addition to the review of the professional competence of the offeror. The Request for Proposal shall not, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. In accordance with § 2.2-4342, proprietary information from competing offerors shall not be disclosed to the public or to competitors. For architectural or engineering services, the public body shall not request or require offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to § 2.2-1132, until after the qualified offerors are ranked for negotiations.

At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the public body, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, a public body may award contracts to more than one offeror.

### **INVOICES**

The contractor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for items ordered, delivered and accepted by Roanoke County. All invoices must show the purchase order/contract number. All contractors need to be properly registered as a payment vendor for the County. An on-line **Vendor Payment Registration** is found on the Purchasing website. All vendors previously registered are still in the system as a payment vendor. This system will no longer be used for notification of IFB/RFP's.

### **PERFORMANCE BOND**

At the time of or prior to the execution of the contract, the County reserves the right to require the successful Offeror to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to the County of Roanoke, in the amount of the contract price.

### **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this contract shall be of the best quality available.

### **ACCEPTANCE OF MATERIAL**

Until such time as all the conditions in the contract are fulfilled, the County reserves the right to refuse and return material, at the seller's expense.

### **WARRANTY/RETURNS**

Clearly specify your warranty of product and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

### **DELIVERY**

Time is of the essence for delivery of any items, products or service procured as a result of this contract. If delivery is not made at the time specified on the Request for Proposal or subsequent negotiations, the County reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future County contracts.

## **DEFAULT**

In case of failure to provide goods/services as specified herein, Roanoke County, after due written notice, may procure goods/services from other sources and hold the contractor responsible for any and all excess cost occasioned thereby.

## **COPYRIGHT OR PATENT RIGHTS**

The Offeror warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The Offeror agrees that the County of Roanoke shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

## **TAX EXEMPTION**

The County of Roanoke is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the County will furnish a certificate of tax exemption.

## **CERTIFICATION AND ABILITY**

The County of Roanoke reserves the right to request from the Offeror, a separate manufacturer's certification of all statements made in the proposal. The County may request any or all s to furnish proof of experience, ability and financial standing.

## **COMPLIANCE WITH LAWS**

The Offeror is responsible for compliance with all Local, State and/or Federal laws and regulations. The County of Roanoke shall be held harmless from anyliability.

## **AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**

A Contractor organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. All corporations, LLC's and LLP's shall be registered with the State Corporation Commission. To determine whether your firm should register, please contact the SCC.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

## **RULING LAW**

This request for proposals and any contract executed pursuant hereto of which this request for proposal shall be an internal part shall be governed, controlled and interpreted in accordance with the law of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall there by submit to the exclusive jurisdiction of the Circuit Court of the County of Roanoke or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

## **NONDISCRIMINATION PROVISIONS**

During the performance of this contract, the contractor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or nation origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

## **INSURANCE**

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts; and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; and

Claims for damages because of bodily injury, sickness liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees; and

Claims for damages because of injury in or destruction of tangible property, including loss of use resulting there from.

Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified: CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

#### **SPECIAL INSTRUCTIONS:**

##### **ANTITRUST**

By entering into a contract, the Offeror conveys, sells, assigns and transfers to Roanoke County all rights, title, and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Roanoke County under said contract.

##### **AVAILABILITY OF FUNDS**

It is understood and agreed between the parties herein that Roanoke County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

##### **ASSIGNMENT OF CONTRACT**

A contract shall not be assignable by the in whole or in part without the written consent of Roanoke County.

##### **CONTRACT**

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for

Proposal, together with the Offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal.

### **MODIFICATION OF CONTRACT**

This RFP and any subsequent contract constitute the entire agreement between the Offeror and Roanoke County. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is put in writing, signed by all parties and attached.

### **CANCELLATION OF CONTRACT**

Roanoke County reserves the right to cancel and terminate any resulting contract, with a 30-day written notice to the contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and/or perform on all services prior to the effective date of cancellation. Cancellation of the contract would become effective the thirty-first day after notification. Data for cancellation of the contract will be gathered by Roanoke County. The opinion of Roanoke County as to lack of performance will be final and without appeal.

### **IMMIGRATION REFORM AND CONTROL ACT OF 1986**

By signing this proposal, the Offeror certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

### **KICKBACKS**

I certify and warrant that by my signature on this solicitation, neither I nor the Offeror for whom I am authorized to act has offered or received any kickback from any other Offeror, supplier, manufacturer, or subcontractor in connection with proposal on this contract, subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

### **DEBARMENT**

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

### **INDEMNIFICATION**

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the County of Roanoke and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any

Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The County cannot legally agree to any clause indemnifying the contractor from any damages arising out of the contract or holding the contractor harmless. The submission of a bid or proposal means that the contractor agrees not to request such language in the resulting contract.

### **DRUG-FREE WORKPLACE**

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

### **DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT**

The Proposer certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of any of the following felony or misdemeanor offenses: felony sex or violence offenses, other felony offenses or misdemeanor sex offenses within the past ten years.

The Proposer further understands and acknowledges (1) that if he makes a materially false statement regarding any of the above offenses, he will be guilty of a Class 1 misdemeanor and may forfeit profits derived from the contract. Further, the Proposer understands and acknowledges that before any person is permitted to provide such services subsequent to this certification, he must complete a new certification regarding such person in a form satisfactory to the School Board. The required certification form is attached hereto.

### **PROPRIETARY INFORMATION**

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the

protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Offeror must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Proposal and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

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**NOTICE OF PROPRIETARY INFORMATION FORM**  
**RFP #2018-093 Background Screening Services**

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page #	Reason(s) for Withholding from Disclosure

**INSTRUCTIONS:** Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c)(4).
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C.F.R. 309.5(c) (4).4342; 552 (b) (4); 12 C.F.R. 309.5 (c)(4).

**DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT  
CERTIFICATION OF CONTRACTOR  
RFP #2018-093 Background Screening Services**

Full Name of Contractor: \_\_\_\_\_

Description of Contract: \_\_\_\_\_

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

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

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_

\_\_\_\_\_  
TITLE

**PRICE FORM**  
**RFP #2018-093 Background Screening Services**

<b>Description</b>	<b>Unit of Measure</b>	<b>Estimated Quantity (Annually)</b>	<b>Unit Price</b>	<b>Extended Price</b>
Furnish all equipment, materials, goods, labor, and services necessary for providing background verification services which includes Social Security Verification, Address Verification, Local Criminal Records Search, and National Criminal Records Search in accordance with the Scope of Work and the terms and conditions listed in RFP #2018-093.	Ea.	700	\$ _____	\$ _____

**The estimated quantity listed on this bid form is only given for the information of Bidders and for the purpose of bid evaluation. The quantity listed does not indicate the actual number of verifications that may be requested by the County from the Successful Bidder. The County specifically reserves the right to increase and/or decrease any of the items and/or services listed in the Price Form. Each Bidder by submitting a bid hereby agrees to this provision.**

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**SIGNATURE FORM**  
**RFP #2018-093 Background Screening Services**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the RFP.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended, Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, The Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County Of Roanoke, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County Of Roanoke, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County Of Roanoke.

I hereby certify that I am authorized to sign as a Representative for the Firm:

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE # \_\_\_\_\_

\_\_\_\_\_ FAX # \_\_\_\_\_

\_\_\_\_\_ EMAIL \_\_\_\_\_

FEIN \_\_\_\_\_ VA BUSINESS LICENSE NO. \_\_\_\_\_

STATE CONTRACTOR'S NUMBER (IF APPLICABLE) \_\_\_\_\_

VIRGINIA SCC # OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO

AUTHORIZED PER VA CODE §2.2-4311.2 \_\_\_\_\_

\_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

*To receive consideration for award, this signature sheet must be returned to the Purchasing Division, as it shall be a part of your response.*

**REFERENCE FORM**  
**RFP #2018-093 Background Screening Services**

Name of Entity \_\_\_\_\_

Contact/Title \_\_\_\_\_ Email \_\_\_\_\_

Telephone \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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Name of Entity \_\_\_\_\_

Contact/Title \_\_\_\_\_ Email \_\_\_\_\_

Telephone \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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Name of Entity \_\_\_\_\_

Contact/Title \_\_\_\_\_ Email \_\_\_\_\_

Telephone \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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Name of Entity \_\_\_\_\_

Contact/Title \_\_\_\_\_ Email \_\_\_\_\_

Telephone \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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Name of Entity \_\_\_\_\_

Contact/Title \_\_\_\_\_ Email \_\_\_\_\_

Telephone \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

ATTACHMENT A TO  
**RFP # 2018-093 Background Screening Services for Roanoke County**

**OPERATION TLC 2**



## National Recommended Guidelines for Screening Staff and Volunteers

### *Recommended Guidelines for Volunteer Background Screening Practices*

The goal of these recommendations is to make communities safe by advancing optimum employment screening practices. These are recommended as specifications and guidelines to establish best practices in written screening policies. Your written policy should be reviewed and approved by your legal counsel to insure compliance with any and all local, state, or federal laws. In addition, certain states have specific guidelines regarding the reporting of criminal record information and your policies may need to be amended in these states. Consult your Background Screening provider to guide you on these laws.

#### The Screening Process

A comprehensive background check is accomplished by incorporating all known and trusted due diligent, court tested, and comprehensive, nationwide employment screening methods that have been found to be the most effective for employment screening.

#### **WARNING:** National Database Searches NEVER to be used as a Standalone Background Check

Both the National Association of Professional Background Screeners (NAPBS) and the American Judicial System has answered the question on whether or not stopping the investigation with a Database only check satisfies the definition of due diligence. The answer is a resounding NO, it does not. Therefore, anyone who claims it does is being untruthful, possibly deceitful, or incompetent as a professional background check investigator.

National criminal data base searches are not a substitute for a hands-on search at the county level under any circumstances. National criminal data base searches are not the functional equivalent of a county level search and

Operation TLC<sup>2</sup> has never and will not ever accept national data base records as a substitute for these county and state level searches.

Volunteers should be considered with the same scrutiny as paid staff and should be recruited, screened, trained, supervised, and evaluated with the same strictness as paid staff. The law in most cases does not differentiate between paid vs. volunteer staff.

The Operation TLC<sup>2</sup> National Recommended Guidelines for Screening Staff And Volunteers is defined to include:

- Social Security Verification - Compares all three Identifiers (NAM E, DATE of BIRTH, SS#) to ensure that the applicant has provided accurate information for the screening process. It will also provide information regarding the issuing state and the date the social security number was issued.
- Address Trace - Identifies all addresses (personal and business) that have been associated with the applicant's name and Social Security Number during their adult lifetime. This data is reviewed to identify where we will initiate the local criminal history search.
- State or County Criminal Record Check - A Statewide or Countywide criminal record search (depending on the jurisdiction) is performed to capture all misdemeanor and felony convictions in the jurisdiction with the longest and most current residency.
- National Criminal History Data Base search - There is no one national record check whether through the government or private sector that identifies every crime ever committed. However, there are now criminal history databases available that contain millions of criminal records and cover the much of the United States. These data bases can be accessed and used to supplement the local criminal history search. This is beneficial in expanding the search across the country but should not be used as a standalone source for any background screening.
- Sex Offender Registry - Search of all State Sex Offender Registries and the U.S. Department of Justice National Sex Offender Repositories. This is an important supplement to criminal history searches but should not be used as a stand alone source for your background screening.
- Timely results - A background screening process should be timely and results should be returned within 5 business days on average to allow for proper planning and assignments.

- Complimentary Consultation - Seek a professional background check provider who is committed to provide consultation and technical assistance on all background check matters, clarify screening results, and handle contested result disputes.

Non US Citizens - In handling background checks on individuals without Social Security numbers, it is suggested that in place of the SSN the volunteer applicant state "No SSN". Each local organization should take appropriate measures to insure that the name, date of birth and addresses are all valid for individuals without Social Security numbers.

#### State or County Criminal Record Check

Depending upon the state, data sources can either be a statewide repository or a county court house system search. Some states have state repositories that include criminal histories from the counties or other jurisdictions in the state. If these repositories are available, reliable, and timely the state check should be used in the local search. When a state repository is not available or not reliable then the county court house should be used for the local search. The goal of a local search is to uncover all misdemeanor and felony arrests and/or convictions on the applicant.

#### How often should Background Screenings be conducted?

Each applicant, paid staff or volunteer, should be screened on an annual basis. The fact that someone may have a clear background check once does not insure that they will never commit serious crimes in the future. In one year it is entirely possible for someone to be arrested and convicted through most of the court systems in the United States.

#### Confidentiality

To protect the privacy of the volunteer it is critical that each organization have a confidentiality policy and that the policy be made known to each prospective applicant. The policy should include a statement of respect for the privacy of the applicant and should establish that information received during an applicant's screening process will not be disclosed outside of the organization and will be shared within the organization only on a "need to know" basis. This would include keeping the consent/release form which includes personal data on the applicant in secure locations and only in the hands of authorized personnel. The policy which is to be made known to all prospective applicants, should also acknowledge that the organization might, in special circumstances, have a duty to disclose to third parties, including government agencies, certain types of information when the law requires.

Proper record keeping is critical as well. You must insure that the applicants screened and results are recorded along with the date. By tracking this

information you will be able to insure 100% compliance to screening and have a formal record that can be used to defend against any potential future litigation.

### Flow of paperwork

It is important to set up a specific data flow that suits your agency/organization's needs, while insuring the utmost confidentiality of the applicant. Limit the number of individuals handling background screening data and publish the data flow so that there is an increased comfort level that personal data for applicants will not be compromised.

Below is a typical paper flow or work flow when collecting this information:

- ./ Distribute the consent/release forms to the applicant
- ./ Collect all completed (legible) consent/release forms by pre-determined dates
- ./ Send consent forms (or electronic signatures) to Background Screening Company
- ./ Receive the screening results from the Background Screening Company
- ./ Make appropriate notifications on any applicant who is disqualified
- ./ Provide the disqualified applicant with the following documents:
  1. Fair Credit Reporting Act - Summary of Rights
  2. Letter of disqualification
  3. Copy of actual screening report (results)

### Recommended Criteria for Exclusion

An applicant should be disqualified and prohibited from serving if the person has been found guilty of the following crimes:

Guilty means that a person was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by a court finding of guilty, regardless of whether there was an adjudication of guilt (conviction) or a withholding of guilt. This recommendation does not apply if criminal charges resulted in acquittal, Nolle Prossse, or dismissal.

#### SEX OFFENSES

All Sex Offenses - *Regardless of the amount of time since offense*

*Examples: Child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure, etc.*

#### FELONIES

All Felony Violence - *Regardless of the amount of time since offense*

*Examples: Murder, manslaughter, aggravated assault, kidnapping, robbery, aggravated Burglary, etc.*

All Felony offenses other than violence or sex within the past 10 years  
Examples: *Drug offenses, theft, embezzlement, fraud, child endangerment, etc.*

#### MISDEMEANORS

All misdemeanor violence offenses within the past 7 years  
Examples: *Simple assault, battery, domestic violence, hit & run, etc.*

All misdemeanor drug & alcohol offenses within the past 5 years or multiple offenses in the past 10 years

Examples: *Driving under the influence, simple drug possession, drunk and disorderly, public intoxication, possession of drug paraphernalia, etc.*

Any other misdemeanor within the past 5 years that would be considered a potential danger to children or is directly related to the functions of that volunteer

Examples: *Contributing to the delinquency of a minor, providing alcohol to a minor, theft - if person is handling monies, etc.*

#### PENDING CASES

Anyone who has been charged for any of the disqualifying offenses and the case(s) is pending in court will not be permitted access until the official adjudication of the case. If the disposition of the pending case does not meet the criteria for disqualification as listed above, the individual would then be cleared and reinstated.

The Background Screening Process is an ongoing process and subject to review and changes at any time.

*In addition to these recommended guidelines, Operation TLC<sup>2</sup> recommends that you consult your risk management specialist and legal counsel to ensure that all local and state laws and practices are a part of your local policies and practices.*