



BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY

**PURCHASING OFFICE
REQUEST FOR PROPOSALS
SOLICITATION REFERENCE NO. 13SC-119**

TITLE: Fingerprinting and Background Investigations Services

ISSUE DATE:

The Boards of Education of Anne Arundel County Public Schools ("AACPS"), Prince Georges County Public Schools ("PGCPS"), and St. Mary's County Public Schools ("SMCPS") are soliciting a multi-step competitive sealed bid for all necessary labor, supervision, materials, and equipment and skill required to provide fingerprinting and background investigative services. Contract shall be performed in accordance with the attached terms, specifications and general conditions attached hereto. Completed responses shall be received by the AACPS by no later than the time and date specified. Proposals received after that date and time shall be considered late and rejected on that basis.

There shall NOT be a public opening for this Request for Proposal (RFP). Opening is scheduled for December 10, 2012 at 11:00 A.M. local time in the Purchasing Office. *NOTE: If the Central Office Building (address below) is closed due to inclement weather, proposals shall be due on the next business day that the building is open. Use telephone number 410-222-5160 to determine if the building is closed. ALSO NOTE: The closing of schools does not constitute the closing of the Central Office Building.* Responses shall be mailed or delivered to:

**ANNE ARUNDEL COUNTY PUBLIC SCHOOLS
PURCHASING OFFICE, 1ST FLOOR
2644 RIVA ROAD
ANNAPOLIS, MARYLAND 21401**

Sharon Federowicz will function as the purchasing representative for this solicitation. All questions shall be directed to the buyer by using: Telephone 410-222-5168. Fax 410-222-5168. A Pre Proposal conference shall be held on Friday, November 30, 2012 at 10:00 AM, at the Board of Education of Anne Arundel County, 2644 Riva Road, Annapolis, Maryland in the Bid Room. sfederowicz@aacps.org **The last day for all questions shall be no later than three (3) days after the pre-bid by the close of business.** It is the responsibility of bidders to check for addenda on our web page (www.aacps.org) prior to the bid opening.

NOTE: MINORITY & SMALL BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS RFP.

NAME OF RESPONDENT _____
ADDRESS _____
PHONE #: _____ FAX #: _____ E-Mail: _____
FED TAX I.D. #. OR SOCIAL SECURITY #. _____
MDOT MBE CERTIFICATION #. _____ INVOICE PAYMENT TERMS _____
SBE REGISTRATION #. _____ DATE BID SUBMITTED _____
WEB ADDRESS: _____
SIGNATURE OF RESPONDENT _____
PRINTED/TYPED NAME & TITLE _____
ACCEPTED--AACPS SUPERVISOR OF PURCHASING: _____

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SECTION I: INSTRUCTIONS

1. GENERAL

Familiarize yourself with the Request for Proposals (RFP). The opening place, due date and time are stated herein. Schedules for site inspection and/or pre-bid conference, if required, are also noted. Familiarize yourself with the terms, specifications, general conditions, plans (if any) and site conditions.

2. RESPONDENT'S AGENT

This Proposal must be signed by an owner, partner, or in the case of the corporation, the President, Vice President, Secretary, or other corporate officer. To be signed by any other official, a Power of Attorney must be attached to the proposal. If respondent is a corporation, then it must be registered in accord with the Corporations and Associations Article of the Annotated Code of Maryland.

Your signature on the Title page of this Proposal form hereby provides the AACPS your acknowledgment and acceptance of these "Conditions" and the execution of same during the discharge of any succeeding contract.

3. EXCEPTIONS

Should a respondent find any discrepancy in the plans and/or specifications or should there be any doubt as to the meaning or intent of any part thereof or should respondent have any exceptions to the terms and conditions stated herein, respondent must, not later than seven (7) days (Saturdays and Sundays included) prior to the opening of bids/proposals, request clarification from the AACPS, which shall correct the discrepancy. Failure to request such clarification shall be construed as a waiver of any claim by the respondent for expense made necessary by reason of a later interpretation of the contract documents by the Supervisor of Purchasing.

Failure to comply with this paragraph shall indicate full acceptance of the terms and conditions as stated, and/or result in the rejection of your response as non-responsive.

4. PROPOSAL GUARANTEE

The respondent warrants that the proposal response, if made, shall be effective for a period of not less than one hundred and twenty (120) days from the date proposals are due. NOTE: If successful, prices shall remain firm over the duration of the contract (see SPECIFICATIONS.)

5. PUBLIC INFORMATION ACT

Respondents should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the Board under the Maryland Public Information Act, Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland. Failure to clearly identify confidential, proprietary or trade secret information will be an indication to AACPS that the entire bid/proposal is available for public disclosure.

Should you identify protected information, AACPS is requesting a redacted copy of your bid submission in PDF format and provided on a CD. A redacted copy is considered to be edited, modified, or otherwise revised from which confidential, sensitive and proprietary information has been removed. The redacted copy shall be divided into two files: 1) your technical proposal, and 2) your price proposal. The CD will be labeled with the bid number, company name, date and REDACTED COPY. This redacted copy will be used to respond to Freedom of Information Act request(s). In accordance with the law cited above, AACPS reserves the right to modify the redacted copy within its authority under the law. If a redacted copy is not provided, AACPS will assume that all information provided is public information that will be used to respond to any request under this Act.

6. TAX EXEMPTION

The Board is generally exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, District of Columbia Sales Taxes, and Transportation Taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and exemption does not apply.

7. REGISTRATION

Pursuant to Section 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in Maryland shall be registered with the State Department of Assessments and Taxation, 301 W. Preston Street, Baltimore, Maryland 21210, before doing any inter-state or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

8. ANTI-BRIBERY: The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government

9. RESERVED RIGHTS

AACPS reserves the right to reject any and all technical and/or price proposals or to accept any proposal it determines to be in the best interest of the Board of Education. For the same reasons AACPS reserves the right to waive any minor mistakes in the proposal. AACPS reserves the right to negotiate or modify any element of the proposal to ensure that the best possible arrangements for achieving the stated purpose are obtained. AACPS reserves the right to request additional information as it deems necessary to evaluate the proposals received.

10. INTELLECTUAL PROPERTY

Contractor agrees to indemnify and save harmless AACPS, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of the purchase of materials, supplies, equipment or services covered by this contract. Further, Contractor shall not share, exchange, or release AACPS's data to any other party without the express written consent from the Superintendent or his/her designee of AACPS.

11. COOPERATIVE AGREEMENT CLAUSE

Anne Arundel County Public Schools 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 universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

Anne Arundel County Public Schools assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

12. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 10:00 A.M. on Friday, November 30, 2012 in the Bid Room located at 2644 Riva Road, Annapolis, MD 21401. Attendance is strongly recommended. AACPS shall not be responsible for communicating to Respondents any information which may be discussed during the conference. However, in the event that AACPS does elect to make changes to the specifications, amendment(s) are posted publicly on the internet at www.aacps.org under Bids/Procurements.

13. SUBMITTALS

The submittals for this solicitation include the original, unaltered solicitation document including any addendums issued by AACPS, financial statement, Qualifications/Experience Questionnaire, Bid Work Sheet, and any other additional documents requested herein shall be completed and returned with each bid/proposal. Failure to do so may cause rejection of the proposal. Acceptable documents for compliance with the Financial Statement mandatory requirement include, respondent's:

- Latest Balance Sheet and Income Statement as computed by an independent accounting firm;
- Annual Report;
- Dun & Bradstreet complete Business Report or
- Other financial documents as determined acceptable by the Supervisor of Purchasing.

Respondents are hereby instructed to submit their technical and price proposals under separate covers. The award of the contract as solicited by this RFP shall be made by use of the Sealed Competitive Proposal process set forth herein. Prices shall be quoted on Price Proposal Work Sheet attached hereto.

Responses shall NOT be opened publicly and no information regarding the outcome of the opening shall be made available to the public until the above-mentioned Board authorities have reviewed and approved the award of the contract. In addition, the identity of others receiving copies of this RFP shall not be disclosed until contract award.

14. MINORITY AND SMALL BUSINESS ENTERPRISES

Minority and Small Business Enterprises are encouraged to respond to this solicitation notice. It is the goal of AACPS that Maryland Department of Transportation certified Minority Business Enterprises and Maryland Department of General Services registered Small Businesses participate in a minimum of fifteen (15) percent of the total dollar value of the Department's construction, supply and service procurements. For additional information please contact AACPS's Minority and Small Business Enterprise Office, Esther Avery at 410-222-5130. The Maryland Department of Transportation web site (www.mdot.state.md.us) is available to help locate Maryland Department of Transportation certified Minority Business Enterprises. The Maryland Department of General Services website www.smallbusinessreserve.maryland.gov is available to help locate registered Small Business Enterprises.

Certified **MBE subcontract participation** goal of **0 percent** of the contract has been established for this procurement. The Bidder or Offeror agrees that unless a formal waiver is requested and is granted that not less than this amount of the contract shall be performed by an MBE. MBE forms and procedures can be located in Section VI of these documents.

15. BILLING

Contractor agrees to include on the face of all invoices billed to the AACPS, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations, and the purchasing document number.

16. REJECTION/CANCELLATION

This solicitation is subject to cancellation when determined by the Supervisor of Purchasing to be in the best interest of AACPS. To insure fair competition and to permit a determination of the lowest responsive and responsible bidder, non-responsive bids which demonstrably show a risk of default, or which include omissions, alterations of form and bids that are conditional or irregular in any respect, may be rejected.

17. LEGAL COMPLIANCE

Contractor shall comply in all respect with Federal, State (including Maryland Motor Vehicle laws) and Local Regulations, including laws regarding eligibility to work in the United States, such failure, shall constitute a material breach of contract. The provisions of this Contract shall be governed by the laws of Maryland. Any disputes, legal cases or other controversies shall be pursued in Maryland Courts consistent with and subject to Maryland State Law.

If applicable, all materials, supplies, equipment, or services supplied, as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.

Specifically, contractor shall comply with all applicable laws and regulations relating to the employment of aliens,. It is a mandatory requirement of this contract that employees of contractor and contractor's subcontractors, who work on an AACPS project, are screened through the Federal Government's E-Verify system, found at www.dhs.gov/E-Verify . This is a "no fee" service, and compliance is subject to AACPS audit. Failure to comply with this requirement may result in termination for default.

18. BINDING CONTRACT

It shall be clearly understood that unless otherwise indicated, when the title page (1st page) of this RFP is executed by an authorized officer of AACPS, these specifications, terms, general conditions, AND Contractor's Technical Proposal shall become a legally binding contract between the Contractor and AACPS.

19. SEVERABILITY

Should any clause or paragraph found herein be considered by court action to be illegal, invalid, inoperative or unenforceable, it shall be modified or removed accordingly. However, the modification or removal of a clause or paragraph shall not serve to nullify the Contract. All other clauses and paragraphs shall remain enforceable as written.

20. WAIVER

No provision of these Contract Documents shall be deemed to have been waived unless such waiver is in writing. Any waiver shall extend to the particular case only and only in the manner specified, and shall not be construed in any way to be a waiver of any further or other rights in the same or different circumstances.

21. TOBACCO

The use of Tobacco products is not permitted on school property. Referencing AACPS Board Policy Code 800.30 and Code of Maryland Regulations 13A.02.04, the use of tobacco products is not permitted in or on property owned by the Board of Education of Anne Arundel County. Failure to comply with this clause is considered a material breach of contract that may result in termination.

22. CODE OF ETHICS

This solicitation shall be governed by the Ethics and Vendor Relations policies and regulations of the Board of Education of Anne Arundel County, including Policy Code 200.05, 200.06, DEC, and Administrative Regulation DEC-RA.

23. NON HIRING OF EMPLOYEES

No employee of the AACPS or any department, commission, agency or branch thereof whose duties as such employee include matters relation to or affecting the subject matter of this contract shall, while being employed, become or be employee of the party or parties hereby contracting with the AACPS or any department, or branch thereof.

24. NONDISCRIMINATION IN EMPLOYMENT

Anne Arundel County Public Schools prohibits discrimination in matters affecting employment or in providing access to programs on the basis of race, color, religion, national origin, sex, age, marital status, sexual orientation, or disability unrelated in nature and extent so as to reasonably preclude performance. For more information, contact The Office of Investigations, Anne Arundel County Public Schools, 2644 Riva Road, Annapolis, Maryland 21401, (410) 222-5286; TDD (410) 222-5500. www.aacps.org

The Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability.

25. DISPUTES

This contract shall be subject to the provision of the Board of Education of Anne Arundel County Policies and Regulations Manual, Code 405.12.I. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the Supervisor of Purchasing's decision.

26. PROTESTS

This contract shall be subject to the provision of the Board of Education of Anne Arundel County Policies and Regulations Manual, Code 405.12.II.

27. REGULATIONS

The regulations set forth in the Board of Education of Anne Arundel County Policies and Regulations Manual in effect on the date of execution of this Contract are applicable to this Contract.

28. SEX OFFENDER NOTIFICATION

Maryland law requires certain sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in Article 27§ 792, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

As a contractor working for AACPS, we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services **on AACPS property**. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it used to perform the work. Violations of this provision may cause AACPS to take action against the contractor up to and including termination of the contract.

To assist you in identifying Registered Sex Offenders, the Purchasing Office has the list of Registered Sex Offenders, which you are welcome to view. The AACPS Office of School Security maintains this list and distributes updates to us as new offenders are identified.

29. GIFTS

In accordance with Board Policy Code 200.06, contractors/vendors are hereby notified that the giving or offering a gift or series of gifts to a Board official or employee is improper and may result in disqualification from future work on the grounds that the donor/offeree is no longer a responsible bidder or vendor. The subject Code further states that Board officials and employees shall not "solicit any gift, or accept any gift or series of gifts exceeding \$25 in value in a calendar year from any person, entity, or employee of an entity that is under the authority of the school system or has or is negotiating a contract with the school system, except where such gifts would not present a conflict or interest as determined by the Ethics Panel. For purposes of this section, gift includes the transfer of any service or thing of economic value regardless of form without adequate and lawful consideration.

30. SITE INSPECTION

If applicable, bidders are responsible for examining all locations and surroundings in which the service is to be performed, thoroughly acquainting themselves with the details of the work and all conditions and obstacles, if any, which may be encountered in the performance and completion of the work. If any provision of these specifications is found by bidder to be inconsistent with or contrary to any existing rule, regulation, law or ordinance, the bidder shall report such to the Supervisor of Purchasing.

A site inspection is strongly recommended. Inspections may be arranged by **calling** each school, Monday through Friday between 8 AM and 3 PM, except AACPS recognized holidays to make an appointment and identify the employee(s) that will be visiting the site. When Contractor's employee(s) arrive on site, they will be required to produce a copy of the bid advertisement or bidding documents along with their photo identification. Where scanning equipment is located, their identification will be scanned to ensure compliance with paragraph 28 Sex Offender Notification of this section. If the Contractor's representative cannot produce this required documentation, or the scan identifies the employee(s) as a registered offender, the school reserves the unilateral right to not allow Contractor's employee(s) on site for any reason. This will not constitute grounds for an extension of the bid due date.

31. MODIFICATIONS AND AMENDMENTS

Amendments and/or Modifications to this Contract shall be made only with the express written concurrence of both parties unless an expressed unilateral right is identified herein.

32. COMPETITIVE SEALED PROPOSAL PROCESS

- ❖ Respondents shall submit all mandatory requirements as set forth in the RFP and as listed on Page 5; Check List.
- ❖ Respondents shall submit six copies and one original of their technical proposal and one copy of their price proposal. The price proposal must also include the financial statements.
- ❖ The buyer shall initially review each submission for responsiveness. Respondents whose technical and/or price proposals which are determined to be not responsive and/or responsive, shall be rejected and timely notified.
- ❖ Qualified proposals shall be evaluated in accordance with the specifications and evaluation criteria contained herein by a selection committee. Respondents who's technical proposals classified by the selection committee as not reasonably susceptible of being selected for award shall be rejected and timely notified.
- ❖ The selection committee, after an initial review of the responses, may elect to conduct discussions for the purpose of ensuring the complete understanding of AACPS requirements and respondent's technical proposal.
- ❖ Upon the completion of these processes, the selection committee shall make a recommendation to the Supervisor of Purchasing. The said recommendation shall be based on the highest evaluated score considering the evaluation criteria set forth in the RFP. The Purchasing Office will combine the scores for technical and price evaluations for a grand total score. Award shall be made to the firm receiving the highest evaluated grand total score.
- ❖ Upon the approval of the Board of Education of Anne Arundel County, award shall be made, and all unsuccessful respondents shall be so notified and given an opportunity to be debriefed. This debriefing will provide scores and details of the committee's perceived deficiencies and weaknesses of the unsuccessful respondents' proposal.

33. SPLIT FUNDING

AACPS reserves the right to award the contract in whole, or in part, utilizing such combinations of funding sources or combinations of funding years as may be beneficial to AACPS or otherwise in its best interest. Said action shall not alter other contractual obligations on the part of any party.

34. FORCE MAJEURE

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. AACPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. AACPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against AACPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

36. eMarylandMarketplace REGISTRATION

Contractors are required to register with www.eMarylandMarketplace.com within five (5) days following notice of award. Maryland law requires local and state agencies to post award notices on eMarylandMarketplace. This cannot be done without the contractor's self registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with

eMarylandMarketplace regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

37. Late Bids

Late bids will not be accepted unless there is a mistake on the part of an AACPS employee that causes the bid to be late. Otherwise, it is the sole responsibility for the bidder to ensure that their bid is submitted on or before the date and time specified in the solicitation. Late bids will either not be accepted, returned unopened, or destroyed at the bidder's request.

38. **Time is of the essence.**

Check-off list for mandatory requirements in your response, provided for your convenience:

TECHNICAL PROPOSAL

__ **Eight (8) and one (1) original** of the Technical Offer which includes:

- __ Response to Technical Offer Section
- __ Executed solicitation documents including any AACPS addendums in their original form.
- __ Other documents that may be required in the solicitation documents and are not stated below.

PRICE BID

__ **One (1) copy** of the Price Bid, which includes:

- __ Price Bid Work Sheet; and latest Balance Sheet and Income Statement as computed by an independent accounting firm

NOTE: The Technical Offer and Price Bid shall be under separate cover and appropriately marked as follows (any material received that does not conform to this provision will be opened as general mail, which may not ensure the Proposer's intent or that the materials arrive timely):

Company Name
Solicitation Reference No. 13SC-119
Due Date: December 10, 2012 at 11:00 a.m.

This Package contains a competitive sealed Technical Offer.
This Package contains a competitive sealed Price Bid

Failure to provide mandatory requirements may be cause for rejection of your bid.

Section II: QUALIFICATIONS/EXPERIENCE QUESTIONNAIRE

Submitted to: Anne Arundel County Public Schools (AACPS), Purchasing Office

By: _____

Information furnished in response to this Qualifications/Experience Questionnaire Section and any verification made by AACPS shall provide a basis for determining the responsibility of bidders. In the event that references are deemed insufficient by AACPS, the right is hereby reserved to determine the respondent as not responsible which shall cause the rejection of respondent's bid/proposal. Note: AACPS reserves the right to evaluate the respondent regarding their responsibility and responsiveness including, but is not limited to, other references not listed herein but known to AACPS, and Dun & Bradstreet Reporting documents.

1. Respondent shall have at least seven (7) years experience, and three current references in providing on-site fingerprinting services, fingerprint processing, and commercial background services with the Maryland Criminal Justice and Correctional Services (CJIS) similar **in scope and complexity** to those described herein. This experience must be under respondent's legal company name from which this response has been submitted.

_____ Years of relevant experience

References shall include: Name of Company, Firm or Government Agency; Contact Person and Telephone Number

A.

B.

C.

2. Respondent shall identify below the parties to the contract, such as, "Home" office, "Local" office, and "Billing" office.

3. How many people does your company presently employ on a:

A. Full time basis? _____

B. Part time basis? _____

4. Provide sufficient evidence to prove your financial solvency. Evidence may include a financial report audited by an independent accounting firm, a qualifying Dun & Bradstreet Rating, letter from your primary financial institution or other appropriate independently derived document(s). AACPS reserves the right to request additional information to determine your organization's financial solvency if the information provided is insufficient.
5. Has your organization performed any contract for any Department, AACPS, Administration, Agency, or organization of the State of Maryland or Anne Arundel County Government over the last five (5) years? (Please list names, addresses, dates and the employee responsible for accepting the work.
6. Has your company or any of its officers ever been found guilty of any criminal act in regard to the performance of any contract by a federal, state or local court or subjected to any penalty, or liquidated damages arising out of poor or nonperformance? Explain.
7. Has your company ever been debarred bidding on future County or State Contracts, or any other Local, State or Federal organization for any reason? Explain.
8. Has your company ever filed for bankruptcy/receivership or any other similar defalcation? Explain.

The signatory of this form hereby affirms that the information as set forth is accurate, truthful and complete to his best knowledge and belief.

Dated this _____ day of _____, 2012.

Name of Organization: _____

By: _____

(Print Name of Individual Signing Form)

Title: _____

Tax ID No. _____

State of Maryland, Department of Assessments and Taxation Registration No. _____

State of Maryland, Department of Transportation, Minority Business Certification No. _____

State of Maryland, Department of General Services, Small Business Registration No. _____

SECTION III: TECHNICAL PROPOSAL SECTION

Respondents shall submit eight (8) copies and one (1) original of their Technical Offer. When submitting a Technical Offer, the following minimum information must be provided for proper evaluation by the selection committee. Please note that your offer, if considered responsive, will be rated against other responsive submissions and the evaluation criteria described under Clause 9, Page 24. Your Technical Offer should be complete in every way in order for the Selection Committee to make a proper and complete evaluation of your capabilities and response. **Respondents not providing the following information shall be considered non-responsive.**

The Technical Offer shall be clear and concise. Utilize a table of contents for ease in finding necessary information.

1. Respondent shall document in their Technical Offer the proposed approach to providing fingerprinting and background investigative services required to accomplish the requirements and objectives of the work described herein. Specific attention should be given to the requirements listed in Section 2, Page 15, of the specifications. Any exceptions or assumptions shall be documented in your Technical Offer. Include in this section samples of reports for similar services performed for others.
2. Respondent shall demonstrate in their Technical Offer that they possess the necessary experience to perform the work described herein. This shall be accomplished with the provision of the following groups of information:
 - A. Detailed background of personnel assigned to perform the services described herein and the firm's recruitment procedures/qualifications for subcontracted services.
 - B. Detailed background on the firm and their specific accomplishments in this area. This shall include specific reference to at least three locations for which these services have been provided in the last two years. Samples and locations may be submitted to illustrate Technical Offer references.
3. Respondents shall provide the following information with technical submittals:
 - A. Monthly billing report sample that must include ID number, total sale charge amount, Point of Contact (POC) telephone number, ID/report number, subject name, SSN, Order completed date, individual price charged.
 - B. Information detailing any non-ink or electronic scanning fingerprints systems. Minimally respondents proposed system information shall include: manufacturer of the system, system capabilities, and service agreements. Respondents shall include any applicable equipment brochures and reference information to validate effectiveness of the produce and related service.
 - C. Respondent's detailed records management plan that describes in detail its process for properly processing the background applications, including any

procedural quality control mechanisms to account for funds and process applications.

- D. Samples of proposed reports for commercial background investigations which shall minimally include subject information (name address, SSN, birthday), services provided for the individual subject, verification of separate person quality control, search period, explanation of charges, type of charge, arrest/charge date, case number, disposition, disposition date, remarks as appropriate, repository utilized and source of data, and social security trace and matching data.
4. Respondent shall provide an implementation plan for similar services provided as reference information for evaluation purposes.
 5. Respondent's technical proposal shall be submitted in the following format. Proposals shall use a Table of Contents and be submitted in the following order:
 - A. **Introduction:** Description of the vendor's company and general company/corporate information (no longer than two pages).
 - B. **Resumes:** Include all resumes of every staff member who will have direct contact working with AACPS. This includes the dedicated background investigations technician and any other investigate or customer service personnel who will support AACPS.
 - C. **Qualifications/Experience Questionnaire:** All data must be provided and questions completed. Vendor must include specific companies and points of contacts for similar projects and a list of all clients for the last two years. AACPS reserves the right to contact all previous business contacts of the vendor within the last two years. Questionnaires shall be sent to previous contacts and responses shall be evaluated to determine responsibility of respondents.
 - D. **Technical Proposal:** Must specify exactly how the vendor will perform the services by specification. Do not provide "Boiler Plate" responses or information that does not address how you will accomplish a specific specification. Failure to address all specifications may result in a determination that respondent's submittal is non-responsive.
 - E. **Work Flow Worksheet:** The vendor shall read and understand AACPS investigations workflow requirements and a company official shall certify that they will follow the workflow as written.
 - F. **Background Investigations Report:** Must include actual background of out of state applicant (name redacted). The check must include as a minimum: Maryland criminal records check, address verification for seven years, social security trace, and out of state background check(s).
 - G. **Sample Billing Report:** Provide a copy of your sample billing report.
 - H. **Sample Surveillance Investigative Report:** Provide a copy of a surveillance report on a person who is claiming a disability (names redacted).

Section IV: SPECIFICATIONS

1. SCOPE

PURPOSE:

Anne Arundel County Public Schools (AACPS) is soliciting a Request for Bid Multi-Step (RFB) from qualified contractors, for all labor, supervision, materials, and skills necessary to provide fingerprinting, and background investigative services in accordance with the attached terms, specifications and general conditions. This contract requires that the selected contractor must be timely and responsive to all requirements throughout the term of this contract. Timeliness and accuracy of reports is essential. Each element of these specifications must be met and the vendor may not modify the requirements in this contract without the expressed written permission from AACPS. References to Anne Arundel County Public Schools throughout this solicitation will be relative to all participating agencies for the contract.

AACPS is serving as the Lead Agency for a multi jurisdictional bid to provide fingerprinting and background investigative services as described herein. Participating entities shall minimally include Anne Arundel County Public Schools, Prince Georges County Public Schools, and Saint Mary's County Public Schools.

BACKGROUND:

The Office of Investigations currently contracts for fingerprinting services, commercial background investigations for both the Office of Investigations and the Office of School Security, and investigative services for employees, selected volunteers, and other designated persons for the Anne Arundel County Public Schools (AACPS).

The designated contractor must provide on-site services at the Dr. Carol Sheffey Parham Central Office Building at 2644 Riva Road, Annapolis, MD, and satellite locations established by AACPS. The contractor must have the capability to move to satellite locations and provide all required services.

In addition to the on-site services the contractor provides satellite services for commercial background and investigative services via Secure Internet (required), telephone, electronic scanner, and fax machine. The contractor must be able to resolve processing and billing concerns, conduct on the spot emergency requests and verbally provide results followed by a written report via FAX or Internet within one hour of the telephonic request. The contractor must have one, full-time investigative technician on call exclusively for Anne Arundel County Public Schools (AACPS) at all times as specified in the hours of this contract. The technician shall have adequate training and an active finger printing certification. The contractor shall have seven years' experience in providing fingerprinting and background investigations services.

2. CONTRACTOR'S RESPONSIBILITY

2.1 General

Contractor shall provide adequate staffing to perform fingerprinting and background investigative services for AACPS. Minimally, this shall include one person dedicated for duty on site during the designated hours of operation. This person's location of duty is at the Carol Sheffy Administrative Building, Board of Education, AACPS, 2644 Riva Road, Annapolis, Maryland and other selected locations as deemed appropriate by AACPS.

Office of Investigations: The office shall arrange appointments with new employees or volunteers; assist the new employee or volunteers in completing the required forms, fingerprint the new employee or volunteers, and bill the new employee through a payroll deduction certificate or accepts cash, check, or credit card payment for the services. Additionally, new employees fingerprinted at the bus lot shall be photographed. A motor vehicle search will be done on any employee who will be driving an AACPS owned vehicle. In addition to the above functions, the vendor processes all appropriate paperwork, provides billing and statistical information to the Anne Arundel County Public School System, sends fingerprinting paperwork to the Criminal Justice Information Service (CJIS) by first class mail (or digitally if and when available), and manages all billing requirements with CJIS for the stated services. The contractor must input appropriate information via a secure Internet system to its central location for the processing of commercial background investigation requests. The contractor must provide completed background investigation requests to the Office of Investigations within the specified time periods. Time periods for the conduct of specific background investigations as specified in this contract are not negotiable and failure to comply with the time periods is a basis of termination of the contract.

It is anticipated that the vendor will need to staff the operation with an average of 1.5 personnel per week on a continuous basis at Anne Arundel County Public Schools (2.0 personnel per week on a continuous basis at Prince Georges County Public Schools; one person must be on site during all hours of business. The contractor shall be expected to operate during the designated service hours without breaks in service or administrative breaks with the exception of a 30 minute lunch period each day.). One person must be on site during all hours of business. During peak periods (normally July – October) staffing shall be adjusted to two personnel on site when needed as determined by the school system. During peak hiring periods the contractor will be required to perform services at a location designated by AACPS, and will have three personnel at a time available for a four-week period designated by AACPS. During evening processing sessions for new employees, the contractor will make sure the Fingerprinting Office hours accommodate such sessions and that at minimum three personnel are available to be on site. The selected contractor will be expected to run a self-sufficient operation and process all customers during published and special service hours determined and specified by AACPS. The contractor shall be expected to operate during the designated service hours without breaks in service or administrative breaks with the exception of a 30-minute lunch period each day.

The contractor must use a secure Internet access system and supporting equipment with necessary updates (provided and maintained by the contractor) and is responsible for conducting the background investigation in accordance with the employer's specifications. Contractor provides a full time investigative technician point of contact (POC) at its home office location during hours of business with a toll free number that is available for emergency requests and customer support needs. Contractor is required to provide itemized billings for services provided on a monthly basis.

The contractor must have the capability to send an agent to court locations to obtain charging and other court documents within 72 hours from request.

Office of School Security:

The contractor shall input appropriate information via a secure Internet system to its central location for the processing of commercial background investigation requests. The contractor must provide completed background investigation requests to the Office of School Security

within the specified time periods. Time periods for the conduct of specific background investigations as specified in this contract are not negotiable and failure to comply with the time periods is a basis of termination of the contract.

The contractor shall provide a "Quick Search" feature. The "Quick Search" must be operational and provide all applicant information when requested to include: entering the first name, last name and/or social security number into the "quick search." The "quick search" results must provide the applicant's background investigation status. The status must provide accurate results: if the applicant's background investigation is pending or completed and the date that the background investigation was requested.

The contractor shall provide a "duplication alert" if a background investigation request has been previously entered before a new background investigation request is made.

The contractor shall provide an inquiry search log-in for each school within Anne Arundel County Public Schools. The schools' access must be "read only." The schools' access must include: the status of an applicant's background investigation request (pending or completed) and date the request was made. The schools' will not be able to read any applicant's results. The contractor must provide a "check box" that would allow only the Office of School Security to check either "approved" or "disapproved" next to each result; so that each school can view the final decision on eligibility.

2.2 TASK DESCRIPTIONS

Contractor shall meet all requirements of completing the fingerprinting and background investigations services, as described in these specifications. At a minimum, the following services shall be required at the Central Office:

Office of Investigations:

Contractor shall:

- Accept appointment requests via telephone, in-person, and from Human Resources Staff for fingerprinting and background investigative services
- Assist the employee in completing all required forms to process the background investigation
- Review and ensure all application information is complete
- Fingerprint the applicant on required fingerprinting cards using an electronic scan System
- Identify immediately to AACPS staff any applicants who have disclosed a criminal background to the Office of Investigations for screening
- Forward all CJIS applications via first class mail within 24 hours of application (or digitally when available)
- Complete commercial background checks as specified by AACPS and transmit requests via secure Internet for processing
- Report commercial background investigative results in the time period specified in the attached "Types of Commercial Background Investigations"
- Reprocess data and prints that are rejected by CJIS (No additional charge shall be accepted by AACPS for rejected prints. All rejected prints and data errors are the responsibility of the vendor)
- Manage all billing requirements with CJIS for State and Federal Government background checks
- Manage all billing requirements with AACPS for commercial background checks

- Photograph selected employees at satellite location (bus lot)
- Complete 180 day background check forms to CJIS (no charge to customer or AACPS)

Office of School Security:

Contractor Shall:

- Complete commercial background checks as specified by AACPS and transmit requests via secure Internet for processing
- Report commercial background investigative results in the time period specified in the attached “Types of Commercial Background Investigations”

Complete task descriptions can be found in the attached “Work Flow Process.”

The required method for commercial background and investigative requests and responses shall be via secure Internet connection.

2.3 HOURS OF OPERATION

Contractor shall provide fingerprinting and background investigation services from 8:00 a.m. until 4:00 p.m., Monday through Friday. AACPS reserves the right to modify the service hours to different time periods and locations to meet operational needs.

AACPS reserves the right to request weekend and evening hours at a location designated by AACPS on as needed basis. Weekend and evening services will only be limited to groups of eight applicants or more. AACPS reserves the right to designate location that on-site services will be performed.

The contractor shall be required to perform services at a location designated by AACPS, and shall have adequate personnel and equipment on an add needed basis to handle anticipated volumes.

2.4 QUALIFICATIONS OF TECHNICAL STAFF

Contractor shall provide only competent staff to be assigned to this project. Contractor’s proposed team for this project shall possess the requisite skills expected for the on-site fingerprinting technicians and must be able to operate any computer equipment utilized by the contractor.

Customer Service skills are an absolute requirement and will be subject to periodic surveys and evaluation. AACPS reserves the right to determine the equivalency of “related field(s)” where they may be used as a substitute to the requirements listed below. Any unsatisfactory surveys or evaluations may be used as a basis for removal of a specific fingerprinting technician on-site.

Contractor must meet all training requirements mandated by the Criminal Justice Information System (CJIS). Contractor must demonstrate evidence of staff sexual harassment training or require assigned staff to present for the sexual harassment training conducted by AACPS.

2.5 FINGERPRINTING METHODS

Contractor shall perform said services in accordance with mandated requirements by the Federal Bureau of Investigation (FBI) and the Criminal Justice Information System (CJIS) for fingerprinting applicants.

Electronic scanning system is solely preferred and will be given priority and a weighted preference on selection. As a minimum, an inkless fingerprinting system is required. The

Indicator, Digit 10, Inkless Fingerprinting system or similar is the minimum requirement. AACPS reserves the right to demand the use of an ink system or personnel if the rejection rate exceeds 10%. In addition, contractor will be expected to provide scaleable performance guarantees on the work expected as part of this RFP.

2.6 MEETING REQUIREMENTS

Meetings are considered to be an essential part of this contract. Minimally, contractor shall attend a kick-off meeting, monthly progress meetings, with the Human Resources Investigator or designee, at any mutually agreed upon time and location.

2.7 RETENTION OF RECORDS

Contractor shall retain all records gathered and developed for this contract for a period of not less than five (5) years from the date of acceptance of the final report. All records shall be available upon reasonable demand. AACPS will pay for reproduction costs if these records are required.

2.8 REPORTS

Contractor shall provide a monthly report on billing, and types of investigations monthly to the Office of Investigations, Human Resources. The report shall be drafted in a professional presentation format, and minimally include the following information:

- Monthly Billing Report – Invoice ID number, Total sale charge amount, Point Of Contact telephone number, ID/report number, subject name, Social Security Number, Order Completed date, Individual price charged.
- Commercial Background Investigations Report (monthly): Subject information including name, address, social security number, date of birth, detail of services provided, verification of separate person quality control, search period, explanation of charges, type of charge, arrest/charge data, case number, disposition date, remarks as appropriate, repository utilized and source of data, and social security trace and matching data.

2.9 CONFIDENTIALITY

Contractor shall ensure the complete confidentiality of any and all information provided by AACPS, and gathered and developed by Contractor in the performance of this Contract. The material gathered, used and developed shall not be provided to any other party without the expressed written approval of the Human Resources Investigator.

2.10 PRICING

No additional charges may be made for services provided. Maiden and alias names and other add on requirements cannot be an added charge. The vendor is authorized to increase price of fingerprinting services to reflect rate increases by the Criminal Justice Information System for fingerprint background check.

2.11 DATA AND SYSTEM SECURITY

Contractor shall detail procedures for the maintenance, confidentiality and integrity of the any AACPS employee data provided in accordance with federal, state and local laws and regulations.

Contractor shall provide a plan that outlines procedures concerning unauthorized third parties access to confidential data and notification procedures to AACPS and employees whose

information may have been comprised. Plan shall include the contractor funding the cost of all correspondence as well as the cost of a credit monitoring service as necessary.

Contractor shall provide a system security plan which documents and maintains the security of the system in accordance with best practice, as realized in the in accordance with the Federal National Institute of Standards and Technology (NIST) for review and acceptance by AACPS. (<http://csrc.nist.gov/publications/nistpubs/>). In particular:

- a. NIST SP 800-18 rev. 1 - Guide for Developing Security Plans for Federal Information Systems (AACPS Technology and Human Resources staff will review and accept the security plan that the contractor develops. This includes a requirement to perform a "Privacy Impact Assessment" as part of the security plan.)
- b. NIST SP 800-26 Security Self-Assessment Guide for Information Technology Systems (to identify and document the level of sensitivity, integrity and availability required for the system and associated data.)
- c. NIST SP 800-34 Contingency Planning Guide for Information Technology Systems (This contingency plan details how the contractor will continue to operate and meet its mission requirements in the event of a failure (crash) of the system.
- d. NIST SP 800-37 - Certification and Accreditation of information systems (describe the rigorous process by which the unemployment and employment and income verification systems have been documented, tested, and approved for operation).

2.12 OPTIONAL SERVICES

The contractor will outline any other services that may be available to AACPS.

In particular, AACPS requests information regarding the contractor's willingness to provide:

1. Badge Issuance Services

Specifically, photography services for the creation of employee identification badges and maintenance of a badge software system to track pertinent information about the employee including, name, SSN, address, title, work location, bargaining unit, employment status, and when employee badges were issued, reprinted or returned. Contractor should outline preferred software platform and any experience they have had in this area including references. Pricing for these services shall be provided on the bid worksheet. The availability of these services will not factor into the final award of this contract.

2. Volunteer/Chaperone Portal

Develop, test, and implement a secure web-based application to facilitate and expedite the process of becoming a school volunteer/chaperone. Portal shall be accessible at any school and AACPS main office on Riva Road. The volunteer/chaperone shall complete the on-line application by submitting their personal information. The Office of School Security shall have the ability to review the applications/reports online.

2.13 Contact Person

Anne Arundel County Public Schools
Attention: Mrs. Jessica Cuches
2644 Riva Road
Annapolis MD 21401
410-222-5098

2.15 F.O.B. Destination

All contract pricing shall include shipping. If shipping costs are not shown separately, the parties agree that shipping costs are included in the total price to the AACPS.

2.16 Fort George G. Meade

Heightened Security has gone into effect at Fort Meade. The Anne Arundel County Schools, which are located at Fort Meade, are:

1. Manor View Elementary School
2900 29th Division Road
Fort George G. Meade, MD 20755
410-222-6519
2. Pershing Hill Elementary School
7600 29th Division Road
Fort George G. Meade, MD 20755
410-222-6519
3. West Meade Early Education Center
7722 Ray Street
Fort George G. Meade, MD 20755
4. MacArthur Middle School
3500 Rockenbach Road
Fort George G. Meade, MD 20755
410-674-0032

Contractors who work on Fort Meade or who would require access to facilities during emergency conditions or periods of restricted access are required to register your vehicle(s). To register call the **Visitor Control Center at 301-677-1063**. All vehicles must be registered to gain entry onto Fort Meade. To register you must show: an ID showing government affiliation; a valid driver's license and valid registration as well as proof of insurance. If the vehicle is not owned by the registrant, the owner must authorize the registration with either a power of attorney or a notarized letter. These services will be available from 7:30 A.M. to 3:30 P.M., Monday through Friday at the Visitor's Center. The Provost Marshal encourages registration during OFF-PEAK (non-rush hour) times. Decals issued by other military installations ARE honored on Fort Meade.

Vehicle Registration is located in the Visitor Control Center, adjacent to the Reece Road and Route 175 Entrance. Entry for deliveries to Schools on Fort George G. Meade must be made through the entrance at Route 32 and Mapes Road.

Security measures may change and as they do, contractors are solely responsible for any expense and to keep updated on all new procedures by visiting Fort Meade's website at <http://www.ftmeade.army.mil> and/or by calling the Visitor Control Center at **301-677-1063**, and for compliance therewith.

Please also be aware that the Department of Defense has instituted a new policy on the use of cell phones which specifically prohibits cell phone use while driving on Fort Meade properties. Violators will be fined.

2.17 CONFIDENTIALITY

Contractor shall ensure the complete confidentiality of any and all information provided by AACPS, PGCPs, and SMCPS and gathered and developed by Contractor in the performance of this Contract. The material gathered, used and developed shall not be provided to any other party without the expressed written approval of the Supervisor of Purchasing.

3. AACPS RESPONSIBILITIES

3.1 PROVISION OF NECESSARY INFORMATION

Participating School District shall provide all assistance deemed reasonable and necessary to help contractor address the obligations specified herein as it relates to current operations, documentation, required information and assistance.

3.2 ACCESS TO THE PREMISES

Participating School District shall facilitate the reasonable access to appropriate facilities for the purposes of performing upon this Contract. The Contractor will be required to not have staff in the facility after normal operating hours, except as specified in section 2.3, Hours of Operation, and section 2.1, General.

3.3 INSPECTION OF SERVICES AND TESTING OF SUPPLIES AND SERVICES

The Contractor shall provide and maintain an inspection system acceptable to the AACPS covering the supplies/services under this solicitation/contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the AACPS during contract performance and for as long afterwards as the contract requires.

The AACPS has the right to inspect and test all materials/services in accordance with the solicitation/contract, to the extent practicable at all times and places during the term of the contract. The AACPS shall perform inspections and tests in a manner that will not unduly delay the work.

If the AACPS performs inspections or tests on the premises of the Contractor or a Subcontractor, the Contractor shall furnish, and shall require Subcontractor to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(1) No inspector other than the Supervisor of Purchasing may change any provision of the specifications or the contract without written authorization. The presence or absence of an inspector does not relieve the Contractor or Subcontractor from any requirements of the contract.

(2) Location. When an inspection is made in the plant or place of business of a Contractor or Subcontractor, the Contractor or Subcontractor shall provide, without charge, all reasonable facilities and assistance for the safety and convenience of the person or persons performing the inspection or testing.

(3) Time. Inspection or testing of supplies and services performed at the plant or place of business of any Contractor or Subcontractor shall be performed at reasonable times.

If any of the materials/services do not conform to solicitation/contract requirements, the AACPS may require the Contractor to perform the services again in conformity with contract requirements, the AACPS may:

- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
- (2) Reduce the contract price to reflect the reduced value of the services performed.

If the Contractor fails to cure any defect or ensure future performance in conformity with contract requirements, the AACPS may:

- (1) By contract or otherwise acquire the supplies/services and charge to the Contractor any cost incurred by the AACPS that is directly related to the acquisition of such material/service; and/or
- (2) Terminate the contract for default.

4. MEASUREMENT OF PERFORMANCE

Contractor shall be measured on their successful completion of the work within the schedule proposed in their technical proposal and as mutually agreed to by the parties. In addition, successful performance will be evidenced by the quality in content and presentation of Contractor's final report.

5. DURATION OF CONTRACT

Once awarded, the Contract shall remain in force and effect for a period not to exceed three (3) years from the date of award. Upon completion of this initial term, AACPS reserves the right to rebid or, at its sole option, to extend this Contract for two, one year periods.

6. TERMINATION

TERMINATION FOR DEFAULT: Should Contractor fail to perform fully, faithfully and promptly any obligation owed to AACPS under this Contract, then AACPS may, at its election, consider the breach material and, notwithstanding any requirement of notice, terminate the Contract in its entirety. Such termination, or failure to terminate, by AACPS shall not be construed as a waiver of any other right or remedy afforded by law or by agreement between the parties which AACPS may have against Contractor. No failure of AACPS to utilize a remedy afforded by law or contract upon any breach by Contractor shall be construed as a waiver of the right to insist upon full, prompt and faithful performance of the particular obligation, and all other obligations of Contractor in the future.

TERMINATION FOR CONVENIENCE: The performance of work under this Contract may be terminated by AACPS in accordance with this clause in whole, or from time to time in part, whenever AACPS shall determine that such termination is in the best interest of AACPS. AACPS will pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, that the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

NONAVAILABILITY OF FUNDING: If the County Council fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made

available; provided, however, that this will not affect either AACPS's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and AACPS from future performance of the contract, but not from their rights and obligations existing at the time of termination.

7. ASSIGNMENT

The assignment of this Contract to successors, associated companies or any other parties by the Contractor for any reason, without prior written consent by AACPS, is hereby specifically prohibited.

8. INDEMNIFICATION OF THE ANNE ARUNDEL COUNTY PUBLIC SCHOOL SYSTEM

Contractor shall indemnify and save harmless AACPS, its agents, and employees, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs of every kind and description to which AACPS may be subjected or put, including but not exclusively so, by reason of injury (including death) to persons or damage to property, in any way resulting from Contractor's performance of the work specified herein or performed under this Contract, or any part thereof, or by or on account of any act or omission of the Contractor, its agents or employees, whether such suits, actions, claims, demands, damages, losses, expenses and/or costs be against, suffered or sustained by AACPS, its agents and employees, or be against, suffered or sustained by other corporations and persons to whom AACPS, its agents and employees, may become liable therefore, except that Contractor shall not indemnify and save harmless AACPS, its agents and employees, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs arising from or due to the negligence of AACPS or its agents and employees. The whole or so much of the moneys due, or to become due the Contractor under the Contract, as may be considered necessary by the Purchasing Officer, may be retained by AACPS until such suits or claims for damages shall have been settled, or otherwise disposed of, and satisfactory evidence to that effect furnished to the Purchasing Officer.

9. EVALUATION CRITERIA

The evaluation criteria below are set forth in their order of importance and are intended to be the basis by which each technical proposal and interview shall be evaluated, measured and ranked. AACPS hereby reserves the right to evaluate, at AACPS's sole discretion, the extent to which each proposal received compares to the said criteria and how each proposal compares to each other. The recommendation of the selection committee shall be based on the evaluations using the following criteria:

Technical Criteria shall be weighted at 70% of the total score.

CRITERIA	WEIGHT	SCORE	EXTENSION
1. Understanding of the Work			
2. Approach to Completing the Work			
3. Capability and Experience of the Firm			
4. Capability and Experience of the Team			
	100		

Price Criteria shall be weighted at 30% and shall be evaluated by the Purchasing Office after the selection committee has made the technical evaluation.

AACPS may request additional information about or clarification of proposals.

AACPS hereby reserves the right to select the particular response to this RFP, which it believes will best serve its business and operational requirements, considering the evaluation criteria set forth above.

AACPS hereby reserves the right to short list the number of respondents that are considered in the interview stage, and/or during any best and final offer process that may take place, from the respondents receiving the highest evaluated scores. If short listing occurs, consideration shall be given to not less than the three highest evaluated respondents that are reasonable susceptible of award.

AACPS hereby reserves the right to negotiate or modify any element of the proposal to ensure that the best possible arrangements for achieving the stated purpose are obtained.

10. **PAYMENT**

Subject to the performance of the work and its acceptance by the AACPS, successful respondent may invoice the AACPS for all appropriate charges for services performed during the billing period. All such charges shall be derived in accordance with the prices originally quoted on the BID WORK SHEET, attached hereto and made a part hereof. In the event that successful respondent is not in default of any of the contract terms and conditions, then AACPS shall cause said invoice to be timely paid.

11. **AGENT CERTIFICATION**

Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bonafide employee, bonafide agent, bonafide salesperson, or commercial selling agency working for contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity other than a bonafide employee, bonafide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of any agreement resulting from this solicitation.

12. **INSURANCE REQUIREMENTS**

Unless otherwise required in these specifications, or elsewhere, if a Contract is awarded the Contractor 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 those set forth below. The Contractor shall require similar coverage from any of its subcontractors.

Commercial General Liability

At least \$1,000,000 combined single limit coverage written 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.** On all Commercial General Liability Insurance policies the **Board of Education of Anne Arundel County (the BOARD) AKA Anne Arundel County Public Schools (AACPS) and all of its agents and employees** shall be named as an additional insured, which shall be shown on the insurance certificates furnished to AACPS under this Section.

Business Automobile Liability Insurance

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

Workers' Compensation Insurance

Statutory benefits as required by Maryland law and/or, 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.

The Contractor shall provide AACPS with a Certificate of Insurance evidencing the coverage required above within ten (10) days of the date of the notice of award. While under contract if the Contractor receives an insurer's non-renewal or cancellation notice the Contractor shall fax a copy within two (2) business days of its receipt to the Purchasing Officer at (410) 222-5624. The Contractor, if requested by AACPS, shall provide certified true copies of any, or all, insurance policies.

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

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

Waiver of Subrogation

To the fullest extent permitted by law, the Contractor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Anne Arundel County (the Board) for any and all claims, liability, loss, damage, costs or expense (including attorney's fees) arising out of the services provided by Contractor under this Contract. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Contractor shall advise its insurers of the forgoing.

13. AACPS's INCIDENTAL AND CONSEQUENTIAL DAMAGES

In accordance with the Uniform Commercial Code, section 2-715(2), which describes recoverable consequential damages, this contract covers incidental and consequential damages resulting from contractor's breach as follows:

- a) any loss resulting from general or particular requirements and needs of which the contractor at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise; and
- b) injury to person or property proximately resulting from any breach of warranty.

Anne Arundel County Public Schools prohibits discrimination in matters affecting employment or in providing access to programs on the basis of race, color, religion, national origin, sex, age, marital status, sexual orientation, or disability unrelated in nature and extent so as to reasonably preclude performance. For more information, contact The Office of Investigations, Anne Arundel County Public Schools, 2644 Riva Road, Annapolis, Maryland 21401, (410) 222-5286; TDD (410) 222-5500. www.aacps.org

BID WORK SHEET
Fingerprinting and Background Investigation Services
#13SC-119

Contractor: _____

Price bids shall be submitted as follows and shall include all costs associated with the performance of this RFP. This includes but is not limited to salaries/wages, materials, equipment, transportation, overhead, taxes, profit and any other related costs:

ALSO NOTE: The quantities listed below are estimates for evaluation purposes only unless otherwise stated herein.

Price proposals shall be submitted as follows and shall include salaries, fringe, expenses, service charges, overhead, transportation, expenses, mailings, photocopying, taxes, profit and any other related costs. Pricing shall be provided by task recognizing that AACPS reserves the right to award tasks on an as requested basis. There is no guarantee that all tasks will be performed under any resulting contract.

A. Task 1: Fingerprinting Services and Application Processing

Provide the details of your lump sum price for the three (3) scenarios in Task 1 below. This information is used for evaluation purposes only.

Service	Cost Per Person	Estimated Numbers	Extension
<i>Fee charged by CJIS</i>	\$42.00	3000	\$126,000
Cost for fingerprinting employee applicants on Contractor's Live Scan equipment and housed full time at Board of Education., including any related assistance and administration; processing application and sending to CJIS (Estimated 1.5 Personnel needed including all needs offsite using Contractor's approved equipment and qualified staff)	_____	2500	_____
Administrative Fee collected by Contractor and Reimbursed to AACPS	\$2.00	3000	\$6,000 <i>Paid back to School System</i>
Total Cost Summary For CJIS Checks	\$ _____	3000	\$ _____

Service	Cost Per Person	Estimated Numbers	Extension
<i>Fee charged by CJIS</i>	\$42.00	3000	\$126,000
Cost for fingerprinting employee applicants on Contractor's Live Scan equipment and housed full time at Board of Education., including any related assistance and administration; processing application and sending to CJIS (Estimated 2.5 Personnel needed including all needs offsite using Contractor's approved equipment and qualified staff)	_____	2500	_____
Administrative Fee collected by Contractor and Reimbursed to AACPS	\$2.00	3000	\$6,000 <i>Paid back to AACPS</i>
Total Cost Summary For CJIS Checks	\$_____	3000	\$_____

2.

Service	Cost Per Person	Estimated Numbers	Extension
<i>Fee charged by CJIS</i>	\$42.00	3000	\$126,000
Cost for processing application and sending to CJIS, including any related assistance and administration. (Estimated 0 Personnel needed using School System's equipment)	_____	2500	_____
Administrative Fee collected by Contractor and Reimbursed to AACPS	\$2.00	3000	\$6,000 <i>Paid back to AACPS</i>
Total Cost Summary For CJIS Checks	\$_____	3000	\$_____

Task 2: Commercial Background Investigations

Provide the details of your individual costs for Task 2 below. This information is used for evaluation purposes only and other checks may be requested as outlined in the attached ‘Type of Commercial Background Investigations’. Quantities are not a guarantee of volume and are for evaluation purposes only

Service	Cost Per Person	Estimated Numbers	Extension
a.) State of Maryland Criminal Records Check		16,500	
b.) Social Security Number and Address Verification (Maiden Names and AKA’s as requested by School District)		3,500	
c.) Out of State Criminal Records Check		1,000	
d.) Educational Verification		20	
e.) Medicaid Sanction Search		10	
f.) Prior Employment Search		50	
g.) Workers’ Compensation		20	
h.) INS Check		30	
i.) Non-employee address search		30	
j.) Motor Vehicle Search		70	
k.) Surveillance/ Investigation Services		20	
l.) Comprehensive Check (All the above services)		30	
Total cost per person			
<u>Optional Service</u>			
1) Employee Photograph and Badge Issuance		Approx. 1500 per year	
2) Volunteer/Chaperone Portal			

** SPECIAL NOTE: Pass through fees directly from Government Entities shall be excluded from pricing. A copy of current pass through fees must be submitted with proposal. School systems shall reimburse Contractor for actual costs (no mark-up fees applied) of pass through fees.

B. Task 3: Bid Computation

First Computation

Item	Cost
Cost for Fingerprinting Applications (Per Person)	
Cost for administrative Fee (per Person)	\$2.00
Total Cost Per Person	

Second Computation

Item	Cost
a.) Cost for Commercial Maryland Criminal Records (Per Person)	
b.) Cost for Social Security Number and Address Verification (Per Person)	
c.) Cost for Out of State Criminal Records Check (Per Person)	
d.) Cost for photographing transportation personnel (Per Person)	
e.) Cost for selected Motor Vehicle Search (Per Person)	
Total Cost Per Person	

Final Computation

Scenario Number 1:

First Computation \$ _____

Second Computation \$ _____

FINAL COST: \$ _____

Scenario Number 2:

First Computation \$ _____

Second Computation \$ _____

FINAL COST: \$ _____

Scenario Number 3:

First Computation \$ _____

Second Computation \$ _____

FINAL COST: \$ _____

** Not all categories are used for the cost analysis. All categories a – k will be evaluated for fair market value. AACPS reserves the right to reject bids in accordance with Page 5, Clause 7, Rejection/Cancellation of Bids.

Price Compiled By: _____
Signature

Date: _____

Name – Typed or Printed

Title