



Loudoun County, Virginia

REQUEST FOR PROPOSAL

BACKGROUND VERIFICATION SERVICES

ACCEPTANCE DATE: Prior to 4:00 p.m., July 27, 2021 "Atomic" Time

RFP NUMBER: RFQ 392783

ACCEPTANCE
PLACE: Department of Finance and Budget
Division of Procurement
1 Harrison Street, SE, 4th Floor
Leesburg, Virginia 20175

Requests for information related to this Proposal should be directed to:

Diane C Smith, NIGP-CPP, CPPB
Assistant Purchasing Agent
(571) 258-3190
(703) 771-5097 (Fax)
E-mail address: Diane.Smith@loudoun.gov

This document can be downloaded from our web site:
www.loudoun.gov/procurement

Issue Date: June 28, 2021

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN
ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS
SOON AS POSSIBLE .

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BACKGROUND VERIFICATION SERVICES

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Prepared By: /s/ Diane C Smith, NIGP-CPP, CPPB Date: June 28, 2021
Assistant Purchasing Agent

BACKGROUND VERIFICATION SERVICES

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is to obtain fixed price proposals from firms who specialize in Background Verification Services to conduct background verifications for the County of Loudoun, Virginia's (County) various County departments on an as needed basis.

2.0 COMPETITION INTENDED

It is the County's intent that this RFP permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

The County has on-going requirements for background verification services for selected applicants who apply for employment with the County. This screening process is supervised by the County's Department of Human Resources (DHR).

The County is trying to obtain the services of a Contractor to provide assistance to the County in performing thorough, accurate, secure, efficient, and timely background checks to ensure quality candidates are recruited into public service. With the supplement of a highly skilled background verification service, the County can improve the recruitment process by eliminating unqualified candidates, as well as reducing the labor intensity of performing numerous investigations, and by relying on manual data entry.

The County estimates that it will hire approximately 450* employees in FY 2022, from July 1, 2021 to June 30, 2022, each requiring one or more background checks, i.e., criminal, credit, and/or DMV. Respectively, the County hired 449 new employees in FY 2016; 459 in FY 2017; 474 in FY 2018; 594 in FY 2019; 513 in FY 2020; and 340 in FY21. Again, each new employee required some level of background check.

The Loudoun County Combined Fire Rescue System has a large focus on recruiting volunteer firefighters to serve the citizens of Loudoun. The number of volunteer staff requiring background check services were as follows: approximately 240 in FY 2016; 306 in FY 2017; 299 in FY 2018; 303 in FY 2019; 242 in FY 2020; and 218 to date in FY 2021.

The County will require the vendor to establish two (2) separate configurations for the organization to conduct background checks: one (1) configuration will be dedicated for use and oversight by the Department of Human Resources (DHR) and another configuration will be dedicated to the Loudoun County Combined Fire

and Rescue Department. Administration will require separate invoicing. The County will initially require approximately 60 different individual accesses to the Contractor's website. This will include access for DHR staff and approximately one to two representatives from each of the County's thirty (30) departments.

*Seasonal temporary employees are not included in these figures.

4.0 OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsible and rejected.

The following criteria shall be met in order to be eligible for this contract:

- 4.1. Offerors must provide evidence that they have been in business providing similar services for at least the last five (5) years.
- 4.2. Offerors must provide three (3) references for whom similar services have been performed. Local government references are preferred. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of proposal as non-responsible. Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

5.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. The County estimates that the successful offeror will be performing approximately 5,000 to 6,000 unit background investigations (the County considers each check: criminal, credit, or DMV, a "unit") on a fiscal year basis, July 1 to June 30. There are certain peak times during the year, specifically spring and summer, that the Contractor will be required to process an increased number of background verifications due to seasonal hires and summer camps.

- 5.1 The contractor must be able to provide a comprehensive file and detailed report summarizing all findings of each applicant's background. The contractor must be able to provide the County options for ordering reports as either a package background verification as a group and/or selection on an a la carte basis depending on the requirements of designated positions and/or departments. Background verifications offered by the Contractor must include the following options:
 - A. Education Confirmation

The education confirmation report must include all relevant education obtained based on the information provided by the candidate or by County. Contractor will attempt to verify international education as requested.

B. Training, Certification, or Licenses Verification

Training, certification, and license verification must include checking an applicant's training, professional licenses, or credentials verifying the qualifications and the integrity of the applicant by confirming that credentials and licenses stated on a job application or resume are correct.

C. Motor Vehicle Driving Record

The candidate's Motor Vehicle Driving Record (including any available commercial Driver License ("CDL") information when applicable) from each state for which the candidate provides a license number and state of issue.

D. Military Service Verification

Military Verification report must provide such details as dates of service, rank, pay, character of service, job description, and/or specialties, decorations, and medals, performance, disciplinary record, and Contractor must attempt to contact with Provost Marshal or Military Police at assigned bases regarding any records and reason for discharge.

E. Employment Eligibility Verification

Employment Verifications must include dates of employment, job title, salary, eligibility for re-hire, and reason for leaving, (e.g., voluntary separation, termination, contract ended, etc.). Contractor must coordinate with the County to provide a minimum verification of two (2) previous employers and an option for additional employment checks when necessary due to short term employments or inconsistent history (seven (7) years). Telephonic interviews are acceptable for this process.

F. Criminal History Check

1. County Court Criminal Record Checks

County court record checks are the most comprehensive source of information for criminal activity and typically yield the most accurate and current data available. County search results provide criminal charges, dates, sentencing, and disposition for felonies and/or misdemeanors in the county seat court. Detailed dockets and supporting information are typically available. Contractor must be able to access all 3,300+ counties.

2. Virginia Multiple County Criminal Record Checks

Contractor provides consolidated access to all available Virginia county court records.

3. Statewide Criminal Record Checks

Contractor conducts rigorous statewide criminal record checks. This report must include any arrest or disposition information obtained by police departments, county cases forwarded from local courts, or other criminal data housed by the state. In non-preferred states, Service Provider automatically conducts county court record checks.

4. Federal Court Records Checks

Federal Criminal Records Search – conducted through the Federal District Courts and shall include any charges of federal offenses such as bank robbery, embezzlement, tax evasion, kidnapping, drug trafficking, mail fraud, or crimes occurring across state lines.

G. Credit Report

This report allows the employer insight to the applicant's level of fiduciary responsibility. This nationwide check is conducted in compliance with the Fair Credit Reporting Act (FCRA) and all applicable county, state, and federal laws.

H. Sex Offender Registry Check

The Sex Offender Registry check must provide information regarding felony and misdemeanor convictions of any sexual assault, aggravated sexual assault, aggravated criminal sexual contact, and/or kidnapping. Reports must offer the offense date, charge and offense classification, and additional identifiers if available. Individuals in these registries are required to register in the state in which they reside. Service Provider can search a single state or conduct a National Sex Offender Registry search. State policies vary and may only provide information on high risk/repeat offenders.

I. International Criminal Records Search

As approved by DHR.

J. Bio data/Identity

Permits the County to complete and submit key personal data for employee verification. Using a secure webpage, the applicant completes the necessary (user defined) data that automatically initiates the screening services.

K. Name and Address Trace

Reveals all names associated with a social security number, past and present addresses, and suspected fraudulent use of a social security number. Results can be cross referenced to addresses supplied by the applicant to ensure the integrity of the information on the job application. Information is acquired through credit bureaus, phone records, historical credit records, and property records.

L. Professional reference verification

The County will work with the Contractor to finalize the list of questions to be asked prior to reference checks being performed (up to three (3) sources, telephonic interviews are acceptable). (Loudoun County Fire Rescue considers volunteer fire/rescue chiefs/presidents as a professional reference.)

M. Personal references verification.

Shall be performed by a telephonic interview (up to three (3) resources). The County will work with the Contractor to finalize the list of questions to be asked prior to reference checks being performed.

N. Social Security Number (SSN) Validation

Verification to determine name and name variations used by the individual such as maiden, divorced or previous names; other names associated with that SSN, current and former address(es) associated with that SSN, and date of birth. Social Security trace shall be ordered for up to five (5) names in the State of Residence. For addresses outside of Virginia on the social security trace within the past seven (7) years, the Contractor shall order the US Criminal Records Indicator Search.

REPORT MUST BE PROVIDED TO THE COUNTY ON THESE SEARCHES

O. Office of Foreign Asset Control (OFAC) history/record (Terrorism database).

P. Workers' Compensation record.

Q. International Background Verification.

Contractor must be able to provide international verifications for employment, education, and other available information related to background verifications.

5.2 Online Access

A. The County expects to use a Contractor's web-based technology for Internet accessibility by the applicant when he/she is requested to provide information on-line for the County. The web-based product shall be secure, easily accessible, and permit custom tailoring to allow for unique characteristics of different departments within the

County. All data shall be transferred over secure connections to prevent hacking and data capture by unauthorized sources.

- B. The County requires a secure and encrypted protocol for communication with the offeror's web application [e.g., HTTPS (Hypertext transfer protocol over secure socket layer or HTTP over SSL)]. Offers must confirm compliance with this protocol.
- C. Contractor must be able to provide approximately 60 different access level-controlled logins.

5.3 The results of a background verification of a candidate shall be completed and submitted electronically or made available on an internet site to the County within five (5) business days.

5.4 If the County requires further background investigation of an applicant, a time and cost estimate will be provided to the County when the request is made.

5.5 Access to the candidate information shall be logical, uncomplicated (user friendly), and shall be available at a minimum within the business hours of 9 am to 5 pm, local time, Monday through Friday. Weekend, evening, and a wider weekday availability window is desired, but not required, for this Contract.

5.6 The Contractor shall provide resolution of communication or system problems within the minimum business hours stated herein. Problem resolution shall be accomplished by the end of the next business day, after notice is given of a problem by a user or a County representative, for non-complex problems. More significant problems shall be handled in a mutually agreeable time frame between the Contractor and the County representative but if the Contractor and the County are unable to agree on a timeframe, then the County shall decide the date by which the problem shall be resolved. A County contact person and phone number shall be supplied to the Contractor upon award.

5.7 Reporting requirements:

Results and status of investigations on an individual and on candidate groups shall be available within five (5) business days of the County's initial filing of information with the Contractor. Background investigation reports, as well as any other documents, materials, or information related to the services ordered shall be considered the property of the County, and no use of the reports, documents, materials, or information shall be made without the prior written consent of the County.

Reporting tools shall be user friendly and shall provide download capability into spreadsheets or simple databases for easy data retrieval. Microsoft based products such as Word, Excel, and Access are preferred by the County.

5.8 The Contractor represents and warrants that:

- A. The performance of the services required by this Contract shall not infringe on or violate the rights of any third party.
 - B. It shall perform, and shall cause any of its subcontractors to perform, the Services contemplated herein in accordance with the County's standards.
 - C. It shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services, including, without limitation, the Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*) (as amended by the Fair and Accurate Credit Transaction Act) ("FCRA"), the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 *et seq.*) ("GLB"), the Federal Drivers Privacy Protection Act (18 U.S.C. § 2721 *et seq.*) ("DPPA"), Title VII of the Civil Rights Act of 1991, and the Fair Labor Standards Act.
- 5.9 In accordance with the FCRA, the County warrants to the Contractor that it shall not request or procure any background verification service for employment purposes unless, on each occasion the applicant has electronically acknowledged and/or e-signed the appropriate summary of rights, disclosures, and authorization:
- A. The Contractor, through their website will provide the candidate with a clear and conspicuous written disclosure, in a document consisting solely of the disclosure, that a candidate and/or investigative candidate report (as defined by the FCRA) may be obtained for employment purposes, and if an investigative report is requested, the candidate has the right to request disclosure of the nature and scope of the investigation; and
 - B. The Contractor will obtain signed authorization from the candidate specifically authorizing the procurement of a candidate/ investigative candidate report by the County .
 - C. The Contractor must provide the County with the ability to communicate pre-adverse and adverse selection letters, in accordance with the FCRA, utilizing the Contractor's web-based technology.
- 5.10 The Contractor must continue to possess, during the term of the contract, restrictive licenses, or security clearance to permit the collection of verification information for other governmental jurisdictions in the past. References to confirm this verification shall be provided by the Contractor.
- 5.11 The Contractor shall provide on-line help support that provides assistance to the County during the data entry period. The data entry period is the time frame in which the County must input information into the Contractor's system.
- 5.12 The Contractor must be willing and able to provide service to the County to resolve conflicts and/or answer questions raised by individuals regarding

the information identified by the Contractor in a background check. Specifically, the Contractor may be required on occasion to communicate directly with an individual not employed by the County regarding the information the company supplied about that individual. The Contractor must provide this service on an as needed basis and must identify if there shall be a fee for such service above and beyond the fees already identified elsewhere in the Contract.

- 5.13 The Contractor shall provide, at no additional cost, an implementation team to conduct training for the County of Loudoun personnel seeking to utilize these services. One (1) training session for the Department of Human Resources staff is required and at least one (1) training session for the County's department users of approximately sixty (60) individuals must be included at no cost. Virtual is acceptable. Additional training sessions for other department personnel or other departments should be included in the a la carte pricing, Attachment A.
- 5.14 The Contractor shall provide summary invoicing with detailed cost descriptions to the County. The ability to provide invoicing by County department is required. There are approximately 30 County departments.
- 5.15 The Contractor shall assign a dedicated project manager to the County.

6.0 TERMS AND CONDITIONS

The Agreement for Service ("Contract" or "Agreement") with the successful offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace as well as to provide offeror's additional or alternate Contract terms may result in rejection of the proposal. **While the County may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (*) are mandatory and non-negotiable.**

6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director of Human Resources or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by anyone other than the Director of Human Resources or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.

6.2 Term

The Contract shall cover the period from November 1, 2021 through October 31, 2022, or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to four (4) additional one (1) year periods. Any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increase in prices or rates after the initial term or any renewal term shall be mutually agreed to by the parties, however, in no instance will the contract price adjustment for a renewal period exceed three percent (3%).

6.3 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to make a timely replacement of rejected items/services when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

6.4 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

6.5 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

6.6 Insurance

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The

Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:

1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$100,000
2. General Liability:

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000
aggregate	
Fire Damage Legal Liability:	\$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

3. Automobile Liability:
Combined Single Limit: \$1,000,000

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

- a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or
- b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4.
 - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
 - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement

provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.

5. a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
- b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
- c. Any certificates provided shall indicate the Contract name and number.
6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.

- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

6.7 Hold Harmless

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any act or omission by the Contractor. The Contractor agrees that this clause

shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

6.8 Safety

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

6.9 Notice of Required Disability Legislation Compliance *

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

6.10 Ethics in Public Contracting *

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia

Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

6.11 Employment Discrimination by Contractors Prohibited *

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there 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.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Offeror.

6.12 Drug-free Workplace *

Every Contract over \$10,000 shall include the following provision:

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 the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or 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 Offeror.

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 a controlled substance or marijuana during the performance of the Contract.

6.13 Faith-Based Organizations *

The County does not discriminate against faith-based organizations.

6.14 Immigration Reform and Control Act of 1986 *

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.15 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

6.16 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites wear a photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment.

6.17 Exemption from Taxes *

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and

the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

6.18 Invoicing and Payment

Invoices shall be based upon completion of tasks or deliverables. The cost of each service performed shall be listed separately and shall specify title of position verified, dates of verification, types of verification and results shall be provided monthly.

Invoices shall contain the following information:

- Purchase Order Number
- County Agency or Department ordering services
- Breakdown of services or checks including costs, quantities, and file name (Personnel ID number or name)
- Total cost

Invoices for Loudoun County Department of Fire, Rescue and Emergency Management shall be submitted to:

County of Loudoun, Virginia
Department of Fire, Rescue, and Emergency Management
Attn: Investigator, Mike Reilly
P.O. Box 7100
Leesburg, Virginia 20177-7100

Invoices for All other County of Loudoun Departments shall be submitted to:

County of Loudoun, Virginia
Department of Human Resources
Attn: Ronda Allen
P.O. Box 7000
Leesburg, Virginia 20177-7000

All such invoices will be paid within forty-five (45) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

6.19 Payments to Subcontractors *

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

6.20 Assignment *

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

6.21 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

6.22 Contractual Disputes *

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

6.23 Severability *

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

6.24 Governing Law/Forum *

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County

Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

6.25 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TBD

TO COUNTY:

County of Loudoun, Virginia
Division of Procurement
Attn: Diane C. Smith

Via delivery method (a) or (b)
1 Harrison Street, SE, 4th Floor
Leesburg, VA 20175

Or

Via delivery method (c)
P.O. Box 7000
Leesburg, VA 20177

Copy to:

County of Loudoun, Virginia
Department of Human Resources
Attn: Background Verifications

Via delivery method (a) or (b)
1 Harrison Street, SE, 4th Floor
Leesburg, VA 20175

Or

Via delivery method (c)
P.O. Box 7000
Leesburg, VA 20177

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

6.26 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County, the Contractor shall be duly

licensed to perform the services required to be delivered pursuant to this Contract.

6.27 Authority to Transact Business in Virginia *

A Contractor organized as a stock or nonstock 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.

6.28 No Smoking

Smoking in all County buildings is prohibited. The County may designate a smoking area outside County facilities. Contractor shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. Contractor shall inquire of the Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County's no smoking policies may lead to removal of Contractor employees and possible Contract termination.

6.29 Background Checks

The Contractor shall obtain background checks on all personnel who will be assigned to County buildings working in any capacity including supervision. The background check MUST be completed and received by the County Contract Administrator before any personnel can work on County property.

The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties so that replacements can be quickly made. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Agreement. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the Contractor may not bill the County for any hours worked. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment. After initial background checks have been made, they must be done annually for any person

working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Agreement.

6.30 Confidentiality

A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

The County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. Contractor acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of

Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

6.31 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

6.32 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the Contractor due to an event of force majeure.

6.33 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

6.34 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

7.0 **EVALUATION OF PROPOSALS: SELECTION FACTORS**

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

- 7.1 Demonstrated ability to meet and exceed all requirements under the Scope of Services (30 points)
- 7.2 System Capabilities and demonstration (25 points)
- 7.3 Credentials, qualifications, experience of the offeror and proposed staff to be assigned to account (20 points)
- 7.4 Compliance with Terms and Conditions (5 points)
- 7.5 Cost of Services (20 points)

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the top ranked offerors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with offerors selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

8.0 **PROPOSAL SUBMISSION FORMAT**

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

- 8.1 Ability to Meet or Exceed all requirements:
 - A. Offeror must demonstrate they can meet a demand of 20 to 30 background verifications by candidate per week. Each candidate will have a varying degree of background verifications (or units, credit, criminal, DMV, etc.) requested.
 - B. Offeror must provide sample reports showing how its firm responds to different levels of background verifications.

- C. Offeror shall include a description of the Internet data gathering tool to be used, how each verification is conducted, and how the results shall be reported to the County.
- D. Offeror shall demonstrate it has sufficient technical support to avoid shutdowns during required on-line availability times.
- E. Offeror shall provide sample invoice with proposal.
- F. Offeror shall provide sample reference check questions that are normally used.
- G. Offeror shall describe the process that your firm uses to conduct searches for SSN Validations and death master index validations.

8.2 Capabilities of the System and Demonstration:

- A. Offeror must provide access to a demonstration portion of their system so that the County can experience the front-end input areas and the sample reporting capabilities. Screens shall be able to be modified to meet County preferences/requirements.
- B. Offerors shall provide a sample candidate summary file. The County shall be able to have access either in person or electronically to the candidate information by designated County personnel as needed. Please describe how access will be accomplished.
- C. Offeror shall provide a description of network and technological requirements for the Loudoun County staff accessing offeror's system.
- D. Offeror must demonstrate the ability and experience to successfully track and segregate the billing by County department.

8.3 Credential and related experience of firm and key personnel:

- A. Offeror must provide a detailed history of the firm's existence.
- B. All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed.

8.4 Compliance with Terms and Conditions:

- A. Provide a statement confirming your firm's compliance with the Terms and Conditions as stated in Section 6.0. Specifically list any deviations and justification for each exception.

8.5 Cost of Services:

- A. The pricing page included in this RFP must be completed and submitted with offeror's response. Any additional services not listed on the pricing page and their corresponding prices can be submitted on a separate page.

- B. Miscellaneous fees not included on the pricing page shall include administrative fees, Driving Records access fees, Education and Employment Verification Search access fees, data entry, access fees, and third-party pass-through fees charged by government entities to access public records. These additional fees shall be spelled out in detail. Miscellaneous fees shall only be fees incurred by the Contractor in obtaining the above-referenced searches/reports. No additional costs may be added, and the Contractor may be required to provide documentation of the incurred fees and the source from which they originate.
- C. Additional Options (A La Carte): The Contractor shall provide description and cost breakdown for additional background verifications that can be provided. These shall not be part of the basis of award. In particular, the County would be interested in seeing pricing for education, training and certification verification.

9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

9.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
- B. Pricing must be submitted on RFP pricing form only. Include other information as requested or required.
- C. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening, and the title of the RFP.
- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the offeror are to be returned with the proposal.
- F. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on July 27, 2021. An atomic clock is located in the Division of Procurement and can also be verified by visiting <https://time.gov/>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- G. Proposals must be submitted via one of the following

options:

US Mail to:

County of Loudoun, Virginia
Division of Procurement
PO Box 7000
Leesburg, Virginia 20177-7000;

or

Hand delivered to:

County of Loudoun, Virginia
Division of Procurement
1 Harrison Street, S.E., **1st Floor, Procurement Bids and Proposals Drop Box**
Leesburg, Virginia 20175.

or

Private carrier (UPS/FedEx) to:

Loudoun County Procurement
1 Harrison Street, S.E.,
ATTN: PROCUREMENT BIDS & PROPOSALS
Leesburg, Virginia 20175

Faxed and e-mailed proposals will not be accepted.

Please note: Offerors choosing to submit proposals via US Mail or UPS/FedEx should allow at least an additional twenty-four (24) hours in the delivery process to ensure bids are received on time.

- H. Each firm shall submit one (1) original, four (4) copies and one (1) electronic copy (in PDF format) on a USB flash drive to the County's Division of Procurement as described herein.

The County will also require an electronic redacted version of the response. The redacted version will need to have a cover letter noting the reasons for each one of the redactions.

9.2 **Questions and Inquiries**

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received by 12:00 PM (EST) July 6, 2021. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from www.loudoun.gov/procurement.

9.3 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

9.4 Unit Price

Quote unit price on quantity specified and extend and show total. In case of errors in extension, unit prices shall govern.

9.5 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to § 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

9.6 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

9.7 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

9.8 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized by position and man days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the Contractor to complete his task.

9.9 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

9.10 Use of Brand Names

Unless otherwise provided in a Request for Proposal, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the RFP is descriptive -- NOT restrictive -- it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If offering on other than reference or specifications, proposal must show manufacturer, brand or trade name, catalog number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with proposal. Samples may be required. If offeror makes no other offer and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Offerors must certify that item(s) offered meet and/or exceed specifications.

9.11 Samples

Samples, if required, must be furnished free of expense to County on or before the date specified; if not destroyed in examination, they will be returned to offeror, if requested, at offeror's expense. Each sample must be marked with offeror's name and address, RFP number, and opening date. DO NOT ENCLOSE SAMPLE IN OR ATTACH SAMPLE TO PROPOSAL.

9.12 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

9.13 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

9.14 Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

9.15 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

9.16 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.
- E. Additional information may be requested by the County, which shall be supplied by the offeror within ten (10) days after any County request. Failure to do so may be cause for rejection of the Proposal Response.

9.17 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov).

9.18 Protest

Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Finance and Budget.

9.19 Debarment

By submitting a proposal, the offeror is certifying that offeror is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.

9.20 Proof of Authority to Transact Business in Virginia

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

9.21 Cooperative Procurement

As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.

9.22 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

9.23 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.

9.24 Legal Action

No offeror or potential offeror shall institute any legal action until all statutory requirements have been met.

9.25 Certification by Contractor as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will work under this Agreement have been convicted of a felony.



RFQ 392783

Loudoun County, Virginia

Division of Procurement
One Harrison Street, 4th Floor
Leesburg, Virginia 20175

10.0 BACKGROUND VERIFICATION SERVICES PROPOSAL SUBMISSION FORMS

THE FIRM OF: _____

Address: _____

FEIN _____

Hereby agree to provide the requested services as defined in Request for Proposal No. RFQ 392783 for the price as stated in the price proposal.

- A. Return the following with your proposal. If offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM: INCLUDED: (X)

- | | |
|-----------------------------------|-------|
| 1. W-9 Form: | _____ |
| 2. Certificate of Insurance: | _____ |
| 3. Addenda, if any (Informality): | _____ |

- B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal (9.2).

ITEM: INCLUDED: (X)

- | | |
|--|-----------------------------|
| 1. Addenda, if any: | _____ |
| 2. Payment Terms: | _____ net 30 or _____ Other |
| 3. Proof of Authority to Transact Business in Virginia Form: (Page 36) | _____ |
| 4. Minimum Qualification Documentation: | _____ |
| 5. Section 8.0 Proposal Submission Format | _____ |
| 6. Attachment A Pricing Page | _____ |

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail: _____

Name of person authorized to bind the Firm (9.6): _____

Signature: _____ Date: _____

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.



PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeree organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeree that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeree described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**
The Bidder:

☐ is a corporation or other business entity with the following SCC identification number: _____ -OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -OR-

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE** >>** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (The County reserves the right to determine in its sole discretion whether to allow such waiver): ☐

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeree

Date

Authorized Signature

Print of Type Name and Title

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFQ 392783

Please take the time to mark the appropriate line and return with your proposal.

☐ Associated Builders & contractors	☐ Loudoun Times Mirror
☐ Bid Net	☐ Our Web Site
☐ Builder's Exchange of Virginia	☐ NIGP
☐ Email notification from Loudoun County	☐ The Plan Room
☐ Dodge Reports	☐ Reed Construction Data
☐	☐ Tempos Del Mundo
☐ India This Week	☐ Valley Construction News
☐ LS Caldwell & Associates	☐ Virginia Business Opportunities
☐ Loudoun Co Small Business Development Center	☐ VA Dept. of Minority Business Enterprises
☐ Loudoun Co Chamber of Commerce	☐ RAPID

☐ Other _____

SERVICE RESPONSE CARD

RFQ-392783

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: _____

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

Please return completed form to: Procurement Division•

PO Box 7000 • Leesburg, VA 20177



Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOCG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

- 2.1. The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2. To provide to MWCOCG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3. Contract obligations rest solely with the participating entities only;
- 2.4. Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

References for: RFP for Background Verification Services, RFQ 392783

Offerors shall provide references on this form.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

**ATTACHMENT I –
Pricing Page**

ATTACHMENT A – PRICING PAGE

	Estimated Annual Quantity	UNIT COST		TOTAL COST
Out of State Background Investigation	800	\$		\$
Employment Verification	800	\$		\$
Professional References (Telephonic)	800	\$		\$
Personal References (Telephonic)	800	\$		\$
Military Verifications	800	\$		\$
Credit Report	800	\$		\$
SSN # Trace and Address Locator	800	\$		\$
Federal Criminal Records Search	800	\$		\$
Civil Suits and Judgments	800	\$		\$
Employment Eligibility Verification	800	\$		\$
Sex Offender Registry Check	800	\$		\$
Statewide Criminal Records Check	800	\$		\$
US Criminal Records Check	800	\$		\$
Motor Vehicle Driving History	800	\$		\$
parole and Probation Records	800	\$		\$
OFAC History/ Records Search	800	\$		\$
Workers Compensation Record Search	800	\$		\$
County Criminal Record Search	800	\$		\$
		TOTAL ANNUAL COST		\$
Miscellaneous Fees				
Pre-Adverse Letter Fees				
Adverse Letter Fees				

July 14, 2021

NOTICE TO OFFERORS

ADDENDUM NO. 1

RFQ 392783

The following changes and/or additions shall be made to the original Request for Proposal (RFP) RFQ 392783 for Background Verification Services. Please acknowledge receipt of this addendum by signing and returning with your proposal.

1. Section 9.1.H is deleted in its entirety and replaced with the following:

Each firm shall submit one (1) original, six (6) copies and one (1) electronic copy (in PDF format) on a USB flash drive to the County's Division of Procurement as described herein.

The County will also require an electronic redacted version of the response. The redacted version will need to have a cover letter noting the reasons for each one of the redactions. The County will also require an electronic redacted version of the response. The redacted version will need to have a cover letter noting the reasons for each one of the redactions.

2. Attached are the questions and answers received in response to the solicitation.

Prepared By: s/ Diane C. Smith, CPPB

Date: July 14, 2021

Acknowledged By: _____ Date: _____

QUESTIONS AND ANSWERS

- Q1. Who is the current provider for background verification services? Please provide their current pricing.
- A1. The current contractor is: Carco Group Inc. dba Inquiries Screening. Offerors should send an email to the procurement official named on the cover of the RFP for pricing information.**
- Q2. What is the County's reason for the new solicitation for these services?
- A2. The current County contract for these services will expire on October 31, 2021. Based on the Code of Virginia requirements, a competitive process for the replacement of these services upon their expiration.**
- Q3. Would the County consider a cooperative with another Virginia locality for these services?
- A3. The County has not been able to leverage a cooperative for these services that aligns with the County's requirements.**
- Q4. What is your estimated budget for this project?
- A4. In FY 2021, the County spent approximately \$145,000.00 for these services.**
- Q5. Will preference be given to providers that are accredited by (not just a member of) the Professional Background Screening Association (PBSA, formerly NAPBS)?
- A5. The County will consider all firms based on the requirements and criteria of the RFP along with the content of the proposals that are received from firms.**
- Q6. Please confirm if the County would want the pricing information to be all-inclusive. For example, do you want criminal searches to include all state and government repository fees?
- A6. An all-inclusive or flat rate pricing is preferred. The County has found it helpful to provide a separate list of fees based on state: statewide fees, court fees by state, international fees, DMV by state, education and employment verification based on third party fees, etc.**
- Q7. The Social Security number validation provides all names and addresses associated with a Social Security number for the past seven years. Is this acceptable?
- A7. Yes, this is acceptable as stated in Section 5.1.N of the RFP.**
- Q8. What other items does the County expect to be priced for the Out-of-State Background Investigation since statewide criminal, federal criminal and county criminal record searches as individual line items are already listed?

- A8. Criminal statewide searches based on candidate's residency history, i.e., lived in multiple states, which could be same cost as a statewide criminal records check.**
- Q9. Since most companies who offer background screening services also have drug screening services built into their platform, how would the County want to see this information in the proposal response?
- A9. This solicitation does not include drug screening. The County currently conducts drug screening services with another contracted vendor.**
- Q10. In Section 5.1 of the RFP, there is a reference to conducting International Criminal Record Searches, however in Attachment A "Pricing Page" it does not break out Unit Pricing for international checks. Please address the following questions related to international checks:
- (1) Are international checks built into the listed unit types on the "pricing page", i.e., i.e.: same price for an education record whether it be domestic or overseas education?
- 1A: Contractors should notate if different pricing applies for international.**
- (2) How frequent are international checks required from your past experience doing background investigation for this contract?
- 2A: Very infrequently; the County has processed approximately five over the past five years.**
- (3) Is there an allowance to price international checks separately?
- 3A: Contractors may notate the costs for international checks on the Pricing Page.**
- (4) Is there an allowance for an extended turnaround time beyond five days for international checks that may take more time?
- 4A: Yes, the County understands international checks may exceed five days.**
- (5) RFP states "attempts to verify international education – if relevant". What is the definition of relevant in this instance, i.e., what type of attempts to "verify" are within the scope of work to ensure all due diligence is complete?
- 5A: When education is related to a candidate's position for County employment, the education will need to be confirmed. Verification may include attempts to contact international colleges or universities in writing to verify degree and/or course credits on County application for employment. Contractor should be able to document "attempts" to obtain the information, dates, times, name of reference, message left, etc.**

- (6) What is the definition/scope of the international investigations, i.e., does this include education, employment, law enforcement, and/or credit report or does this depend on the applicant?

6A: Scope would involve confirmation of candidate's international information provided on County application.

- Q11. In Section 5.12 of the RFP, it states that the contractor may be asked to communicate directly with Applicant regarding information supplied on an as needed basis. Is this for issue resolution (i.e., a conflict between what a record states vs. what the Applicant provided)? Are any records obtained from Applicant, such as military record (DD 214)?

A11. Yes, the Contractor is expected to communicate directly with Applicant to explain information a company has provided on an individual. Yes, military records are provided, specifically for positions in our public safety agencies. This does not occur frequently but is a requirement of the solicitation.

- Q12. Is Section 5.1J Bio Data/Identify an Applicant Entry option that is required?

A12. Yes, both County and applicant.

- Q13. Is there a requirement to register with the Commonwealth of Virginia State Corporation Commission (SCC) and obtain an SCC registration before a submitting proposal?

A13. Please refer to Section 9.20 that clearly explains the requirement for the SCC registration.

- Q14. Given the current COVID pandemic situation, will the interviews per section 7.0 of the RFP be conducted virtually?

A14. The selected offerors will be interviewed virtually or in-person (based on the condition of the pandemic climate). The information for these meetings will be provided at the appropriate time to the top firms selected for interview.

- Q15. What does a Pre-Adverse Letter and Adverse Letter entail per County direction and is this a required service for the RFP?

A15. Pre-Adverse and Adverse letters are conducted in accordance with the Fair Credit Reporting Act (FCRA). Yes, this is a requirement of the solicitation.

- Q16. What are the details the County is looking for in the report for each unit, i.e., with education, is a transcript required or just confirmation of attendance and dates?

A16. Confirmation of attendance and dates in most cases should be sufficient.

Q17. When using the National Student Clearinghouse (NSC) it can take a week to get a response back if they need to research. Is additional time allowed for instances such as this and how would this be communicated to Loudoun County?

A17. The County is aware that due to COVID-19 and in some cases, the type of background check being requested, certain delays are expected. The expectation is that the contractor will keep the County apprised of any delays and turnaround times.

Q18. Results have a five-business day turnaround. If further investigation is required of an Applicant (exceeding turnaround time of five days), will time and cost estimate be provided when the request is made and how would this be communicated to Loudoun County?

A18. The County would expect to be notified of any delay, to include any additional costs projected by the contractor that would fall outside of the five day and contracted costing.

Q19. Is the day the Applicant/Candidate is assigned to the vendor considered Day 1 (the day the assignment is received) or is day one considered the first full day following the assignment to the vendor (i.e., the day assignment received is day 0 and the next full day starts the five-business day requirement)?

A19. Day one is considered the first full day following the submission.

Q20. How are new assignments received by Contractor?

A20. Currently, authorized County staff identify candidates on which checks need to be conducted by accessing the Contractor's website. The Contractor then follows up with an email link to the candidates to gain authorization and to initiate the process.

Q21. In Section 6.12 of the RFP, Drug-Free Workplace, how will the contractor enforce the drug-free workplace, should a Drug Screening service be included in this Background Service software platform?

A21. This Section of the RFP is mandated by the Code of Virginia and companies will have to define how they propose to enforce the policy for their firm.

Q22. Is there a need for contractor personnel to work on site at Loudoun County facilities? If so, define the need and the process for contractor personnel to obtain photo ID to be worn as required by the County?

A22. Historically contractors have been located on site at initial contract kickoff for training purposes only and training initiatives of the new contract. In this case, HR would obtain an ID for the contractor's staff.

Q23. How much time does the County estimate each of the following interviews takes? Based on past customers this establishes a level of effort to correctly price out this lead type.

(1) Professional Reference

(2) Personal Reference

A23. The County estimates 15 minutes (telephonic) of time for each reference based on identified pre-determined and approved questions. A written submission of these questions would be acceptable, depending on department, and should be received within five days. Personal references are typically utilized in Loudoun County Fire and Rescue and are currently being evaluated for broader use.

Q24. In reference to Section 8.2.A, are vendors expected to provide system demonstration logins with the proposal response or will only the firms that are selected for interview be expected to provide the demonstrations?

A24. Please refer to the RFP, which applies to all firms and reads:

“Offeror must provide access to a demonstration portion of their system so that the County can experience the front-end input areas and the sample reporting capabilities. Screens shall be able to be modified to meet County preferences/requirements.”

This is typically accomplished through links to the offeror’s website and the inclusion of the screenshots in the proposal submission. The County expects firms selected for interview will provide live demonstrations as well during the interview.

Q25. Are firms able to utilize electronic signatures on the form submissions?

A25. The County accepts electronic signatures on the applicable forms.

Q26. In reference to Section 9.1.H of the RFP, please explain the purpose of the “electronic redacted version of the response” and what the County expects to receive?

A26. The County expects to receive a version of the proposal response that contains all pertinent information requested in the RFP including propriety data. However, the County also expects that some firms submitting a response that has proprietary information contained in the documentation will choose to protect information as defined by the Code of Virginia. Those firms will provide the rationale for the redacted information and provide a separate version of that response.

Q27. Are references priced per instance, i.e., Applicant requires interview of up to three Professional References; is each individual interview priced as one unit? Does the County specify if one, two, or three references are required for each Applicant?

A27. Please refer to the RFP Section 5.0 M and L. The contractor shall provide pricing on each one or as a package for three.

Q28. The RFP references that the County works with the Contractor to establish questions prior to interviews. Are there different questions for different Applicants or is there a set list of questions to be used across Applicants and does the County have a current list of questions asked of References??

A28. References are currently done for Loudoun County Fire and Rescue staff with a standard list of questions for all applicants. The County is evaluating extending this process to the general workforce under the new contract.

Q29. How does the County define Investigator qualifications and are there any type of investigator credentials provided by the County to assist in establishing an investigator's authority?

A29. These services do not require the use of an investigator or investigator services.

Q30. What are the County's requirements for retention/destruction of case materials?

A30. All materials are handled through the contractor's website. The County would work with the selected vendor to identify retention period and accessibility of records when contract comes to an end.

Q31. Is the contract pricing a la carte – priced per unit?

A31. Please refer to the Pricing Page (Attachment A) in the RFP, page 41.

Q32. The Scope requires offering the package of services as well as A la Carte options: What specific services need to be included in the Package offering and how should firms present the Package pricing on the Pricing Sheet since no option is provided for package pricing?

A32. This scope of service is for the contractor to have the capability or functionality to set up various background checks as a package or bundle for candidates. For example, a package may include: social security trace, statewide criminal records search, and credit report.

Q33. What service(s) is the County currently receiving in the following searches or what comprises the following checks:

(1) Out of State Background Investigation

(2) US Criminal Records Check

A33. An out of state background check refers to checks from each applicant's prior state of residency to include county of residence. The US Criminal records check is nationwide database.

Q34. Due to the COVID-19 pandemic, most of the staff members are working from home and do not have access to our company's copying and shipping supplies and equipment. Are vendors able to submit responses to this bid electronically?

A34. Please refer to Section 9.1.G of the RFP – the County will not accept electronic responses.

