

STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER MA053

1. CONTRACTING PARTIES: This State Cooperative Contract is between the **Division of Purchasing and General Services**, an agency of the State of Utah, and the following CONTRACTOR:

<u>American DataBank, LLC</u>			
		Name	
<u>910 16th Street, 5th Floor</u>			
		Address	
<u>Denver</u>	<u>CO</u>	<u>80202</u>	
City	State	Zip	

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

Contact Person Susan Bourdelais Phone #800-200-0853 Fax # 303-565-5091 Email cs@americandatabank.com
Federal Tax ID# 84-1502813 Vendor #VC0000157927 Commodity Code #96130

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:
Background Screening and Verification Services
3. CONTRACT PERIOD: Effective date: 04-26-2011 Termination date: 04-25-2014 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): three (3) additional 12-month terms.
4. PRICING AS PER THE ATTACHMENT: Attachment C Pricing
PAYMENT TERMS: Net 30
MINIMUM ORDER: None
5. ATTACHMENT A: WSCA Contract Terms and Conditions, State Cooperative Contract
ATTACHMENT B: Scope of Work
ATTACHMENT C: Pricing

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid #NO11002 dated January 5, 2011.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Susan Bourdelais 4/25/11
Contractor's Signature Date

SUSAN BOURDELAIS
Type or Print Name and Title
SR. MANAGER, NATIONAL ACCOUNTS AND
BUSINESS DEVELOPMENT

STATE OF UTAH

Kent D Beers 5/2/11
Director, Div. of Purchasing & General Svs. Date

4-27-11 2:55

Attachment A – Standard Contract Terms and Conditions

Western States Contracting Alliance

PARTICIPANTS: The Western States Contracting Alliance (herein WSCA) is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Other states and their political subdivisions are also eligible to participate in WSCA contracts. Obligations under this contract are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

QUALITY ESTIMATES: WSCA does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for the purposes of submitting proposals only and are not to be construed as a guarantee to purchase any amount.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by offeror, otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the RFP states "No substitute". Proposals will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF PROPOSALS: WSCA reserves the right to accept or reject any or all proposals or parts of proposals, and to waive informalities therein.

SAMPLES: Generally, when required, samples will be specifically requested in the Request for Proposals. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at a offeror's request, transportation collect.

CASH DISCOUNT TERMS: Offeror may quote a cash discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

TAXES: Proposal prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals no proposal may be modified or withdrawn, unless done in response to a request for a "Best and Final Offer" from WSCA.

PATENTS, COPYRIGHTS, ETC.: The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

AWARD: WSCA may award multiple contracts as the result of this solicitation. Awards shall be made to the responsible offeror(s) whose proposal is determined to be the most advantageous to WSCA, taking into consideration price and the other evaluation factors set forth in the RFP.

NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition.

CANCELLATION: Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the

Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

DEFAULT AND REMEDIES: Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend contractor from receiving future proposal solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow; the special terms and conditions shall govern.

REPORTS: The contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each agency.

HOLD HARMLESS: The contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW: This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of an Participating Addendum shall be in the Purchasing Entity's State.

DELIVERY: The prices offered shall be the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

WARRANTY: As used herein "Buyer" refers to any Participating State agency or political subdivision. The contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the Buyer has relied on the contractor's skill or judgment to consider.

AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

NONDISCRIMINATION: The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities.

The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

PAYMENT: Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card".

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION: The contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening. Prices must remain firm for the full term of the contract.

EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: WSCA is not liable for any costs incurred by the offeror in proposal preparation.

CONFLICT OF INTEREST: The contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the Participating States shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA.

RECORDS ADMINISTRATION: The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

AUDIT OF RECORDS: The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

ENTITY PARTICIPATION: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

Revision date: June 2010

Attachment B – Scope of Work

Length of Contract

The Contract resulting from this RFP will be for a period of three (3) years. The contract may be extended beyond the original contract period for three (3) additional years on a year by year basis at the State's discretion and by mutual agreement and upon review of current market conditions and contractor performance.

Price Guarantee Period

All pricing must be guaranteed for the initial term of the contract. Following the initial contract period, any request for price adjustment must be for an equal guarantee period, and must be made at least 45 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State of Utah Director of Purchasing and WSCA. The State will be given the immediate benefit of any decrease in the market, or allowable discount. No retroactive price adjustments will be allowed.

Contract Manager

The Contract Manager designated by WSCA and the State of Utah, Division of Purchasing & General Services is:

Brenda Veldevere, Purchasing Agent
State of Utah, Division of Purchasing and General Services
3150 State Office Building, Capitol Hill
Salt Lake City, UT 84114-1061
bveldevere@utah.gov
Phone: (801) 538-3142 Fax: (801) 538-3882

Quarterly Reporting Requirement

Contractors will be required to provide quarterly usage reports to the contract manager. Initiation and submission of the quarterly reports are to be the responsibility of the contractor without prompting or notification by the contract manager.

Quarterly reports must coincide with the quarters in the fiscal year as outlined below:

Quarter #1: July 1 through September 30, due annually by October 30.

Quarter #2: October 1 through December 31, due annually by January 30.

Quarter #3: January 1 through March 31, due annually by April 30.

Quarter #4: April 1 through June 30, due annually by July 30.

Some WSCA States may require additional reporting requirements. Those requirements will be addressed through the individual states Participating Addendum.

Quarterly Reports are to be sent to the contract manager

WSCA Administration Fee

The contractor must pay a WSCA administration fee of one half of one percent (.5%) in accordance with the terms and conditions of the contract. The WSCA administration fee shall be submitted quarterly and

is based on sales of products and services. The WSCA administration fee is not negotiable. WSCA Administration fee is to be payable to WSCA and submitted to the contract manager.

Some WSCA States may require that an additional fee be paid directly to the WSCA Member State on purchases made by procuring entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated in a Participating Addendum that is made a part of the contract. The contractor may adjust the contract pricing accordingly for purchases made by procuring agencies within the jurisdiction of the State. All such agreements may not affect the WSCA fee or the prices paid by the procuring agencies outside the jurisdiction of the WSCA State requesting the additional fee.

Contract Terms & Conditions

Contracts (Master Agreement) constitute the final agreement except for negotiated participating addendums specific to a state. Contractors will not be allowed to issue separate "service level agreements" with using agencies.

Order of Contract Precedence:

The contract shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA") including any state specific Terms & Conditions
2. WSCA Standard Terms & Conditions
3. The Solicitation, and
4. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the solicitation, or terms listed or referenced on the Contractor website, in the Contractor quotation/sales order, or in similar documents subsequently provided by the Contractor.

Participating Addendums

- A Participating Addendum will be executed by the participating State or participating entity desiring to use contract.
- A Participating Addendum will allow for each Participating State to add terms and conditions that may be unique to their State. The participating State and contractor shall negotiate and agree upon any additional terms and conditions prior to signing and execution of the Participating Addendum.

Insurance Requirement

This requirement pertains to the State of Utah and WSCA insurance requirements, unless other participating states negotiate insurance requirements during the participating addendum process.

Contractor shall procure and maintain at its own expense insurance for any liability arising as a result of the Contractor's, including at any tier, the Contractor's subcontractors, sub-consultants, agents, employees and those for whom the Contractor is liable, acts or omissions in connection with this

Contract which shall protect the contractor, and protect the State and/or end users (as applicable) as additional insureds. Each of the Contractor's insurance policies shall include an endorsement that names the State of Utah and its officers, and employees and/or end users as additional insureds, and the policy shall provide the State of Utah and WSCA and its officers and employees with primary coverage (not contributing coverage) for any liability arising as a result of the Contractor's acts or omissions in connection with this Contract. The Contractor is not required, however, to obtain an "additional insured" endorsement for any Workers' Compensation insurance policy. Contractor shall provide at least the following coverage and any others necessary to provide protection against any claims including those for bodily injury, property damage, personal injury, professional liability and claims covered by the indemnification obligations set forth herein:

- 1) Workers' Compensation Insurance in at least the minimum statutory amounts.
- 2) Commercial General Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 3) Automobile Insurance: If the Contractor's services involve transporting any clients or goods for the State, the Contractor shall maintain a policy of automobile liability insurance covering property damage, personal injury protection, and liability for the vehicles used by the Contractor (including owned, hired and non-owned vehicles).
- 4) Professional Liability Insurance: If the Contractor employs doctors, dentists, social workers, mental health therapists or other professionals (including, at any tier, the Contractor's subcontractors, sub-consultants, agents, employees and those for whom the Contractor is liable) to provide services under this Contract, the Contractor shall maintain a policy of professional liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. This professional liability insurance shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Contract by the Contractor, and at any tier, the Contractor's subcontractors, sub-consultants, agents, employees and those for whom the Contractor is liable.

If any insurance coverage obtained by the Contractor is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to three (3) years beyond the date that this Contract is terminated.

Contractor shall procure and maintain insurance which shall protect the contractor and The State and/or end user (as an additional insured) from any claims from bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein. Contractor shall procure and maintain the insurance policies described below at the their own expense and shall furnish to the procurement manager an insurance certificate listing The State of Utah as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the authorized dealer to include contractual liability coverage applicable to this contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to The State of Utah.

- 1) Workers' Compensation Insurance – The contractor must comply with State of Utah requirements and provide a certificate of insurance.
- 2) Commercial General Liability Policy per occurrence - \$1,000,000. Coverage to include bodily injury and property damage combined single limit.

Other participating states may have insurance requirements that will be addressed in their specific participating addendums.

Customer Service

The contractor shall provide a website dedicated to any participating state that includes, but is not limited to, services, pricing, technical specifications, online ordering, and payment capability.

The contractor shall provide a dedicated customer service representative(s). The representative shall be available to respond to all end user inquiries within one business day. The representative shall be available to resolve any customer service issues.

The representative shall be available to conduct annual meetings, at a minimum, with contract manager to discuss performance and customer service related issues. The representative shall be responsible to conduct and/or coordinate sales meetings, training sessions, and product demonstrations if required.

Retention Schedule

All records that document the provision of a record to a State or Using Agency (not the actual background check record itself) must be maintained by the contractor and available in electronic format for access by the States, at no additional charge, for a period of four (4) years from the provision of the record for purposes of auditing performance and payment.

Multi-Accounts Within a Participating Entity

Participating entities will have different departments utilizing the services provided by contractor(s). Therefore, contractor(s) must process separate individual accounts and unique users within one participating entity.

Third Party Payments

A participating entity may order specific background checks, but require payment by a third party. Contractor must have a method in place to accept payment by a third party.

Payment Types

Contractor must be set-up to accept mailed and electronic payments/P-Cards.

Interest Charges on Late Payments

Any payments contractor's make or causes to be made to State of Utah and/or WSCA after the due date as indicated on the invoice, shall accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full. The State's right to interest on late payments shall not preclude the State from exercising any of its other rights or remedies pursuant to this agreement or otherwise with regards to contractor failure to make timely remittances.

Monthly Service and Set-up Fees

Contractor may not charge a setup fee or monthly service fee.

Screening Services

WSCA users may contact Client Service Executive or Account Manager to discuss the details of any order or request.

The list of services herein is not intended to be all-inclusive. The State of Utah and WSCA may request other similar services not included in the Master Agreement. As the industry changes or new BSVS are made available, the State of Utah and WSCA reserves the right to change or add those BSVS to the contract. Fees for these additional services are to be priced consistent with the pricing structure established in the Master Agreement. These additional services will be negotiated and added to the Master Agreement.

- 1. Multi-Jurisdictional (local, national, international) Criminal History Record Checks**
- 2. Sex Offender Registry Checks**
- 3. County Criminal Search**
- 4. County Civil Record Searches**
- 5. Social Security Number and Citizenship Verification**
- 6. Driving Records (Motor Vehicle Records)**
- 7. Credit Reports**
- 8. Professional License Verification**
- 9. Education Verification**
- 10. Employment History & Verifications**
- 11. DOT (Transportation) Employment Verification**
- 12. Reference Checks**
- 13. Sanction Screenings (General Services Administration Excluded Parties List System (EPLS), Office of the Inspector General (OIG) List of Excluded Individuals/Entities (LEIE))**
- 14. Military Records**
- 15. US Treasury, Office of Foreign Assets Control (OFAC), list of Specially Designated Nationals (SDN)**
- 16. Other Screening Services (Additional screening/verification services may be offered)**

Other services Sterling offers include Assessment tools, Occupational Health testing, drug screening, I-9/E-Verify services, and many others. Additionally, Sterling processes hundreds of different employee screening products that may or may not be applicable to the State of Utah/WSCA's specific business needs. Sterling may offer specific recommendations during implementation.

For complete details on screening services offered, see American DataBank's proposal response located at http://www.aboutwsca.org/content.cfm/id/wsca_current_contracts

ATTACHMENT C – PRICING

All pricing is per person/per social locator

	BACKGROUND SCREEN AND/OR VERIFICATION TYPE	Cost Per Each Report
1.	Multi-Jurisdictional (local, national,) Criminal History Record Checks	\$24.95*
2.	Sex Offender Registry Checks	\$2.95
3.	County Criminal Search	\$6.95*
4.	County Civil Record Searches	\$12.00*
5.	Social Security Number and Citizenship Verification	\$2.95
6.	Driving Records (Motor Vehicle Records)	\$3.75**
7.	Credit Reports	\$4.95
8.	Professional License Verifications	\$5.95
9.	Education Verification	\$5.95
10.	Employment History & Verifications	\$5.95
11.	DOT (Transportation) Employment Verification	\$9.95
12.	Reference Checks	\$5.95
13.	Sanction Screenings	\$2.95
14.	Military Records	\$9.95
15.	U.S. Treasury, Office of Foreign Assets Control (OFAC), list of Specially Designated Nationals (SDN)	\$2.95
16.	Skip Trace Reports	\$30.00 – 60.00
17.	Other Screening Services Offered:	
<p>*Except for High Court Fees: In the case of States with high court fees such as AR(\$22), FL(\$24), IL(\$10), IN(\$15), KS(\$20), KY(\$15), ME(\$31), MI(\$10), MO(\$11), MT(\$12), NY(\$65), OK(\$15), PA(\$10), SD(\$15), SC(\$25), TN(\$29) and VT(\$30) the high court fee will apply. In the case of counties with high court fees such as ME(\$31), MI(\$10), NH(\$60), NV(\$12), NY(\$65), SD(\$15), VT(\$30), and WY(\$25) the applicant will also be charged the cost of the court fee. Court fees are subject to change due to State/county court fee increases. **State Fee May Apply</p>		

The “unlimited search” includes all names a person may have had.

	PACKAGE PRICING Package to include:	Price Per Each Package
1.	Social Locator (Name/Identity-SSN County Criminal per jurisdiction State Criminal per jurisdiction Federal Criminal per jurisdiction Sex Offender & Sexual Predator Registries	\$20.00*

1A.	Social Locator (Name/Identity-SSN County Criminal unlimited searches as revealed by SS Locator State Criminal unlimited searches as revealed by SS Locator Federal Criminal unlimited searches as revealed by SS Locator Sex Offender & Sexual Predator Registries	\$65.00*
2.	Social Locator (Name/Identity-SSN County Criminal per jurisdiction State Criminal per jurisdiction Federal Criminal per jurisdiction Sex Offender & Sexual Predator Registries Credit Report	\$24.00*
2A.	Social Locator (Name/Identity-SSN County Criminal unlimited searches as revealed by SS Locator State Criminal unlimited searches as revealed by SS Locator Federal Criminal unlimited searches as revealed by SS Locator Sex Offender & Sexual Predator Registries Credit Report	\$69.00*
3.	Social Locator (Name/Identity-SSN County Criminal per jurisdiction State Criminal per jurisdiction Federal Criminal per jurisdiction Sex Offender & Sexual Predator Registries Employment Verification Credit Report Sanction Reports (OIG, GSA, EPLS) SDN	\$32.00*
3A.	Social Locator (Name/Identity-SSN County Criminal unlimited searches as revealed by SS Locator State Criminal unlimited searches as revealed by SS Locator Federal Criminal unlimited searches as revealed by SS Locator Sex Offender & Sexual Predator Registries Employment Verification Credit Report Sanction Reports (OIG, GSA, EPLS) SDN	\$79.00*
4.	Social Locator (Name/Identity-SSN County Criminal per jurisdiction State Criminal per jurisdiction Federal Criminal per jurisdiction Sex Offender & Sexual Predator Registries Employment Verification Sanction Reports (OIG, GSA, EPLS) SDN	\$28.00*
4A.	Social Locator (Name/Identity-SSN County Criminal unlimited searches as revealed by SS Locator State Criminal unlimited searches as revealed by SS Locator Federal Criminal unlimited searches as revealed by SS Locator Sex Offender & Sexual Predator Registries	\$75.00*

	Employment Verification Sanction Reports (OIG, GSA, EPLS) SDN	
5.	Additional Package Offerings Immunization/Compliance Tracking System	\$30.00 per student per year
<p>*Court Fees: In the case of States with high court fees such as AR(\$22), FL(\$24), IL(\$10), IN(\$15), KS(\$20), KY(\$15), ME(\$31), MI(\$10), MO(\$11), MT(\$12), NY(\$65), OK(\$15), PA(\$10), SD(\$15), SC(\$25), TN(\$29) and VT(\$30) the high court fee will apply. In the case of counties with high court fees such as ME(\$31), MI(\$10), NH(\$60), NV(\$12), NY(\$65), SD(\$15), VT(\$30), and WY(\$25) the applicant will also be charged the cost of the court fee. Court fees are subject to change due to State/county court fee increases.</p>		

There is no up-charge for rush requests.

PARTICIPATING ADDENDUM
[hereinafter "Addendum"]
WESTERN STATES CONTRACTING ALLIANCE
Background Screening Services
Contract # MA053

Between
American DataBank, LLC
[hereinafter "Contractor"]
And
State of Utah
[hereinafter "Participating State" or "Participating" Entity (if not a state)]
State Contract Number: MA053-PA

1. **Scope:** This Addendum covers the WSCA/NASPO solicitation #NO11002 for Background Screening Services, lead by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

2. **Changes:** The following terms and conditions will be added to the Participating Addendum for the Participating State:

1) **AUTHORITY:** Provisions of this Addendum are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

2) **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.

3) **RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

4) **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.

4.1 Status Verification System

A. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.

B. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

C. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.

D. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

4.2 Indemnity Clause for Status Verification System

A. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

B. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to

indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

5) **INDEMNITY CLAUSE:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.

6) **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

7) **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

8) **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon thirty (30) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

9) **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

10) **TAXES:** Bid/proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at <http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf>. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

11) **PARTICIPANTS:** This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the bid/proposal.

12) **POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

13) **REPORTS AND FEES:** The Contractor agrees to provide a quarterly administrative fee to the State of Utah in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" for an amount equal to 1% of the net sales (net of any returns, credits, or adjustments) under this Addendum for the period. The Contractors WSCA pricing to the Participating Entity may be adjusted to offset for the equivalent fee amount. Payment(s) shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Fee Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The Contractor agrees to provide a quarterly utilization report, reflecting net sales to the Participating Entity during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The report will be provided in secure electronic format and/or submitted electronically to the Purchasing Agent in the Division of Purchasing over in this Addendum and a copy to the Utah reports email address salesreports@utah.gov.

14) **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail, electronic funds transfer, or Purchasing Card.

15) **HAZARDOUS CHEMICAL INFORMATION:** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

16) **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, as far as distribution of copies. Contractor gives the STATE express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

17) **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).

18) **ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in the solicitation.

19) **INDIVIDUAL CUSTOMERS:** Each State agency and each political subdivision, as a State Entity, that uses this contract will be treated as if they were individual Customers. Each agency and each political subdivision will be responsible for their own charges, fees, and liabilities. The Contractor will apply the charges to each State Entity individually.

3. Primary Contact: The primary Participating State contact individual for this participating addendum is as follows:

Name:	Brenda Veldevere
Participating Entity:	State of Utah, Div. of Purchasing
Address:	3150 State Office Building, Capitol Hill Salt Lake City, Utah 84114-1061
Telephone:	801-538-3142
Fax:	801-538-3882
E-mail:	bveldevere@utah.gov

4. Subcontractors: The following subcontractor(s) are authorized to perform services.

NONE

5. Authorized Point-of-Sale: The following Servicing Contractors are authorized to perform services.

NONE

6. Pricing: All pricing is per person/per social locator

	BACKGROUND SCREEN AND/OR VERIFICATION TYPE	Cost Per Each Report
1.	Multi-Jurisdictional (local, national,) Criminal History Record Checks	\$24.95*
2.	Sex Offender Registry Checks	\$2.95
3.	County Criminal Search	\$6.95*
4.	County Civil Record Searches	\$12.00*
5.	Social Security Number and Citizenship Verification	\$2.95
6.	Driving Records (Motor Vehicle Records)	\$3.75**
7.	Credit Reports	\$4.95
8.	Professional License Verifications	\$5.95
9.	Education Verification	\$5.95
10.	Employment History & Verifications	\$5.95
11.	DOT (Transportation) Employment Verification	\$9.95
12.	Reference Checks	\$5.95
13.	Sanction Screenings	\$2.95
14.	Military Records	\$9.95
15.	U.S. Treasury, Office of Foreign Assets Control (OFAC), list of Specially Designated Nationals (SDN)	\$2.95
16.	Skip Trace Reports	\$30.00 – 60.00
17.	Other Screening Services Offered:	
<p>*Except for High Court Fees: In the case of States with high court fees such as AR(\$22), FL(\$24), IL(\$10), IN(\$15), KS(\$20), KY(\$15), ME(\$31), MI(\$10), MO(\$11), MT(\$12), NY(\$65), OK(\$15), PA(\$10), SD(\$15), SC(\$25), TN(\$29) and VT(\$30) the high court fee will apply. In the case of counties with high court fees such as ME(\$31), MI(\$10), NH(\$60), NV(\$12), NY(\$65), SD(\$15), VT(\$30), and WY(\$25) the applicant will also be charged the cost of the court fee. Court fees are subject to change due to State/county court fee increases. **State Fee May Apply</p>		

The “unlimited search” includes all names a person may have had.

	PACKAGE PRICING Package to include:	Price Per Each Package
1.	Social Locator (Name/Identity-SSN County Criminal per jurisdiction State Criminal per jurisdiction Federal Criminal per jurisdiction Sex Offender & Sexual Predator Registries	\$20.00*
1A.	Social Locator (Name/Identity-SSN County Criminal unlimited searches as revealed by SS Locator State Criminal unlimited searches as revealed by SS Locator Federal Criminal unlimited searches as revealed by SS Locator Sex Offender & Sexual Predator Registries	\$65.00*
2.	Social Locator (Name/Identity-SSN County Criminal per jurisdiction State Criminal per jurisdiction Federal Criminal per jurisdiction Sex Offender & Sexual Predator Registries	\$24.00*

	Credit Report	
2A.	Social Locator (Name/Identity-SSN) County Criminal unlimited searches as revealed by SS Locator State Criminal unlimited searches as revealed by SS Locator Federal Criminal unlimited searches as revealed by SS Locator Sex Offender & Sexual Predator Registries Credit Report	\$69.00*
3.	Social Locator (Name/Identity-SSN) County Criminal per jurisdiction State Criminal per jurisdiction Federal Criminal per jurisdiction Sex Offender & Sexual Predator Registries Employment Verification Credit Report Sanction Reports (OIG, GSA, EPLS) SDN	\$32.00*
3A.	Social Locator (Name/Identity-SSN) County Criminal unlimited searches as revealed by SS Locator State Criminal unlimited searches as revealed by SS Locator Federal Criminal unlimited searches as revealed by SS Locator Sex Offender & Sexual Predator Registries Employment Verification Credit Report Sanction Reports (OIG, GSA, EPLS) SDN	\$79.00*
4.	Social Locator (Name/Identity-SSN) County Criminal per jurisdiction State Criminal per jurisdiction Federal Criminal per jurisdiction Sex Offender & Sexual Predator Registries Employment Verification Sanction Reports (OIG, GSA, EPLS) SDN	\$28.00*
4A.	Social Locator (Name/Identity-SSN) County Criminal unlimited searches as revealed by SS Locator State Criminal unlimited searches as revealed by SS Locator Federal Criminal unlimited searches as revealed by SS Locator Sex Offender & Sexual Predator Registries Employment Verification Sanction Reports (OIG, GSA, EPLS) SDN	\$75.00*
5.	Additional Package Offerings Immunization/Compliance Tracking System	\$30.00 per student per year

***Court Fees:**

In the case of States with high court fees such as AR(\$22), FL(\$24), IL(\$10), IN(\$15), KS(\$20), KY(\$15), ME(\$31), MI(\$10), MO(\$11), MT(\$12), NY(\$65), OK(\$15), PA(\$10), SD(\$15), SC(\$25), TN(\$29) and VT(\$30) the high court fee will apply.

In the case of counties with high court fees such as ME(\$31), MI(\$10), NH(\$60), NV(\$12), NY(\$65), SD(\$15), VT(\$30), and WY(\$25) the applicant will also be charged the cost of the court fee.

Court fees are subject to change due to State/county court fee increases.

There is no up-charge for rush requests.

This Addendum and the Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or

written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS HEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Government Entity: State of Utah

Contractor:

By: Kent D. Beers

By: Susan Bourdelais

Name: Kent D. Beers

Name: SUSAN BOURDELAIS

Title: Director of Purchasing

Title: SR. MANAGER, NATIONAL ACCOUNTS
AND BUSINESS DEVELOPMENT

Date: 5/2/11

Date: April 25, 2011

American DataBank

Your Current Leading Provider in Background Screening Solutions



State of Utah and the WSCA

Solicitation NO 11002

01/05/2011

Nancy Orton, Assistant Director
State of Utah, Division of Purchasing and General Services
3150 State Office Building, Capitol Hill
Salt Lake City, UT 84114-1061

Dear Nancy Orton,

Thank you for the opportunity to submit this proposal. American DataBank affirms that we are willing and capable of providing State of Utah and WSCA with the same fine caliber service that our clients across the nation have come to expect. American DataBank's mission is to bring our experience and expertise in providing automated, web-based background screening services, assisting all of Western States Contracting Alliance's Colleges/Universities in streamlining the background screening process and providing a comprehensive, meaningful background screening solution.

Our goal is to collaborate with you to design a background check solution that reduces the administrative burdens to your personnel and assist you in your mission of promoting a climate of dignity and respect that enables your employees to continually strive towards improvement. We have included information about our extensive customer service, quality assurance program, security, and technology for your review. We understand that key qualifications are of paramount importance for our clients when selecting a vendor. American DataBank offers quick turnaround times ranging from instant to 48 hours, competitive pricing, and quality customer service to aid employers with knowledgeable hiring decisions to providing a safe work environment.

We want to partner with your organization to offer the best service available. Please reference these attached documents for an overview of our company, our services and our values. If you have any questions regarding our services, do not hesitate to contact me. We appreciate this opportunity and are eager to assist the State of Utah and WSCA with all of your background screening needs.

Respectfully Submitted,

Susan Bourdelais - Senior Manager
National Accounts and Business Development
303-573-1130 ext. 112
800-200-0853 ext. 112
303-573-1779 Fax
American DataBank
910 16th Street, 5th Floor
Denver, CO 80202
www.americandatabank.com

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MINIMUM REQUIREMENTS

MINIMUM EXPERIENCE

American DataBank has been in business for over 12 years providing background screening on a nationwide basis for over 400 educational institutions as well as government institutions such as local municipalities and prestigious universities. Employment screening services for our educational clients, municipalities and corporate clients alike are approximately 85% of our business.

American DataBank is currently working with many educational consortiums to assist with their background screening requirements nationwide. American DataBank's most notable nationwide client is Kaplan University with campuses throughout the United States. American DataBank is currently working with Colorado Community College System (16 Colleges), San Diego Nursing Education Consortium (17 Colleges/Universities), San Joaquin Valley College, Kaplan Higher Education and some small healthcare consortiums.

LICENSING REQUIREMENTS

American DataBank is in full compliance with the Fair Credit Reporting Act (FCRA). American DataBank is a founding member of NAPBS (National Association of Professional Background Screeners) an association created to promote ethical business practices, which promote compliance with the Fair Credit Reporting Act and foster awareness of issues related to consumer protection and privacy rights within the background screening industry. American DataBank has established stringent rules internally regarding to the treatment of the sensitive individual information.

To ensure our office is up-to-date and in accordance with any changes to the Fair Credit Reporting Act (FCRA) we have retained NAPBS's (National Association of Professional Background Screeners) law firm as an FCRA expert. We continuously train our personnel with the FCRA rules and regulations to ensure complete compliance with the FCRA. American DataBank educates our clients on the importance of following the Fair Credit Reporting Act and requires our clients to obtain a signed Disclosure and Release Form before conducting any background screening for a potential employee.

American DataBank is up to date with the required credentials and/or licenses that are required to perform background screening services. American DataBank is licensed as a private investigator in the State of Nevada and will be happy to provide documentation if requested.

GOOD STANDING

American DataBank has an A+ rating on the Better Business Bureau, has excellent rating with all three Credit Bureaus and is a founding member in good standing with NAPBS (National Association of Professional Background Screeners).

Our business is in good standing and has never been involved in any alleged issues, investigations, or citations. We have never had any issues with past bankruptcies or reorganizations and have no outstanding debts.

PROFESSIONAL MEMBERSHIP

As a current and founding member of NAPBS (National Association of Professional Background Screeners), we are privy to their updates and constant monitoring of laws pertaining to background checks. Through this organization, we are continually updated to changes or new interpretations of the laws. In addition to NAPBS, American DataBank is also a certified member of the top three credit-reporting agencies. They ensure that all information we provide is fully FCRA (Fair Credit Reporting Act), FACTA (Fair and Accurate Credit Transactions Act), and EEOA (Equal Employment Opportunity Act) compliant. Furthermore, our legal council is a member of the Board of Directors for the NAPBS. Our Compliance Officer continually researches the latest requirements ensuring American DataBank is compliant with all regulations.

Staying updated on legal changes, as well as changes to the background screening industry itself, is key to providing the highest quality of customer service. In order to educate our staff as well as our clients, American DataBank is an active member of the following organizations:

Affiliations

National Association of Professional Background Screeners (NAPBS)-Founding Member
The Society for Human Resource Management (SHRM)
The National League for Nursing (NLN)
American Association of Colleges of Nursing (AACN) Approved Vendor
The Better Business Bureau (BBB)
Denver Metro Chamber of Commerce
Drug and Alcohol Testing Industry Association (DATIA)
Healthcare Integrity and Protection Data Bank (HIPDB)
Substance Abuse and Mental Health Services Administration (SAMHSA)

INSURANCE REQUIREMENT

American DataBank will procure and maintain insurance for any liability arising as a result of our organization. We are not currently or have been previously in any litigation pertaining to employee background checks. Our company standards require the best sources for retrieving information. Our Quality Assurance Team verifies the information against identifiers before returning it to our clients. American DataBank's clients are able to screen their employees with the utmost confidence since we are bonded and insured with professional liability/error and omission coverage. We are covered for \$2,000,000 per occurrence with a \$3,000,000 general aggregate. American DataBank is pleased to proclaim, that in our twelve years of providing employment screening, we have never had an insurance claim. Our rigorous attention to detail and strong commitment to providing the most accurate information available has prevented any legal action taken against American DataBank or our clients in the history of our company. Please find in Attachments Tab our Proof of Insurance.

CUSTOMER SERVICE

American DataBank will provide State of Utah with an administrative website where selected members can place and track the status of background check orders at any time. American DataBank understands that every client has different background screening needs and criteria.

American DataBank understands that each of our clients have different requirements and processes to conduct background screening. American DataBank has multiple options to allow WSCA to select the solution that meets your needs.

- Customized Website- Western States Contracting Alliance (WSCA) will have a dedicated website for each participating state or can have a website as a whole depending on WSCA requests. The customized website will have WSCA colors, logos and requested URL. The website will allow each state to select from their own customized packages on the website and pay by credit card or be invoiced. A benefit of the customized website allows any documentation, pricing information, technical specifications, etc to be listed on the website as requested.
- American DataBank's Online Administrative Website- Authorized personnel will be provided login information to access their specific account to order, track, view and print background screening reports at their convenience online. American DataBank will be happy to provide WSCA's authorized personnel with informational packets including pricing, technical specifications and directions to our online User Manual.

American DataBank's top priority is and always has been customer service. All projects are led and managed in joint effort by American DataBank's Management Team or if preferred, by a single appointed account executive. As requested in the RFP American DataBank will provide a dedicated Customer Service Representative to WSCA but your personnel are welcome to contact any of our representatives to ensure their questions are answered in an efficient manner. When contacting American DataBank, you will not be connected to those irritating computer automated systems or voicemails, but will have instant access to a live team member prepared to answer your questions. Our staff is trained in all facets of the business minimizing hold times and transfers. Our easy accessibility, continuous training, and efficiency allow us to provide the best customer service possible.

RETENTION SCHEDULE

American DataBank holds our clients orders which includes the applicants information, services ordered along with results indefinitely in our system. Authorized personnel at WSCA will have access to each account to order, view and print the applicant’s record at your convenience. As with all of our service there is no additional fee to view or retrieve stored profiles, the only charges that you will incur are for the background screening services requested.

MULTI-ACCOUNTS WITHIN A PARTICIPATING ENTITY

American DataBank understands that each client’s needs are unique to their process that is why we offer an administrative website that allows the creation of multiple accounts within one entity with variety of administrative rights. We can create unique user ids and passwords for each individual to have access into specific departments under State of Utah and WSCA.

THIRD PARTY PAYMENTS

Yes, American DataBank can certainly assist the State of Utah and WSCA with regards to third party payment. Currently working with over 400 Colleges/Universities we have created unique processes for educational clients who prefer the student to pay for the background check directly. For each educational client we create a customized website with their colors, logos, pictures, unique URL, etc. at no additional cost. The customized website allows our educational clients to direct students or faculty to their specific website to:

- View instructions
- Order the pre determined package and enter information online
- Pay by credit card or money order
- Find American DataBank’s contact information for any questions
- Download any required documentation from the State of Utah and WSCA.

The customized website relieves the educational institution of the manual labor of entry work and reduces the questions from students. American DataBank encourages students to contact us with any questions to relieve that burden from your staff members. Once the background check is completed it will automatically be emailed to your authorized personnel in a secure pdf format.

PAYMENT TYPES

American DataBank can accept mailed and electronic payments/P-Cards from State of Utah and WSCA.

MONTHLY SERVICE AND SET-UP FEES

American DataBank will not charge any set up fees or monthly charges to the State of Utah and WSCA for using our services. The only fee to the State of Utah and WSCA is for the services requested.

Set-Up Fee	\$0
Service Fee	\$0
Minimum Usage Requirements	None Required

SECTION 3: EXPERIENCE AND CAPABILITY

VENDOR PROFILE

a. Company Name	American DataBank
b. Company Address	910 16 th Street Suite 550 Denver, CO 80202
c. Ownership Structure	Limited Liability Company
d. Employee Size	40+
e. Company Website	www.americandatabank.com
f. Sales Contact Information	cs@americandatabank.com Susan Bourdelais, Senior Manager of National Accounts and Business Development 800-200-0853 x112 303-573-1130 x112 Emergency cell phone: 303-886-4747 or 303-525-1093

g. Your client retention rate during the past 3 years

In the last three years, American DataBank has only lost clientele as a result of clients being purchased by another company or through a change of management. American DataBank has not lost any clientele due to any deficiency in our service.

American DataBank believes that our customer service is what separates us from our competition. We strongly believe that providing live customer support is crucial to have the ability to provide immediate assistance for our clients with any questions or concerns that may arise. In order to maintain exceptional customer service, our Operation Team shares our client’s feedback (both positive and negative) at weekly meetings and rewards those team members who receive exceptional customer feedback.

h. A brief history of your company and the year it was founded

American DataBank, a minority owned company, has been in the background screening industry since 1998. American DataBank has been in business for over 12 years serving over 400 colleges, universities as well as large and small companies alike ranging from staffing agencies to global Fortune 500 companies to government institutions such as local municipalities and prestigious universities. American DataBank serves clients nationwide and our focus is always on our clients and our staff.

Please find in Appendix, American DataBank’s Company Profile and Description of Services for further details on our company and our services.

i. Provide three current account references (Attachment C – Reference Form)

Per instructions Attachment C- Reference Form is returned directly from our client to Sheila Bird. For further references or contacts find additional references below:

References	Type of Services Provided
Company: Aims Community College Contact: Jennifer Malinski Title: Director Phone: 970-339-6218 Email: Jennifer.malinski@aims.edu	Criminal History Check, FBI Fingerprint Record Check, Education Verification, Federal Criminal Search, GSA, Motor Vehicle Record, Nationwide Sex Offender Search, OIG, Previous Employment, and Social Security Number Trace.
Company: Harrisburg Area Community College Contact: Ron Rebuck Title: Director of Nursing Phone: 717-780-2316 Email: rerebuck@hacc.edu	Criminal History Check, Drug Screening, and FBI Fingerprint Search
Company: Front Range Community College- Westminster Campus Contact: Laura DuClos Title: Director of Human Resources Phone: 303-404-5307 Email: laura.duclos@frontrange.edu	Criminal History Check, Education Verification, Federal Criminal Search, GSA, Motor Vehicle Record Search, Nationwide Sex Offender Search, OFAC Search, OIG, Previous Employment and Social Security Number Trace.
Company: El Paso County Community College Contact: Paula Mitchell Title: Dean Phone: 915-831-4030 Email: paulam@epcc.edu	Criminal History Check, Social Security Number Trace, Previous Employment, Nationwide Sex Offender Search, OIG, OFAC, GSA, and License Verification.
Company: Texas Tech University Health Sciences Center Contact: Dave Carter Title: Registrar Phone: 806-743-2300 Email: david.carter@ttuhsc.edu	Criminal History Check, GSA, Nationwide Sex Offender Registry, OFAC, OIG, Social Security Number Trace, and State Exclusion List

j. Describe your company’s growth during the past three years

American DataBank’s business has boomed during the past three years. We attribute our growth to our ability to listen to our client’s needs and ability to create a solution to meet each of their needs. Through communication with one of our current clients, University of Pennsylvania, we discovered the health care industry’s need to track immunizations and other crucial documentation. With our in-house IT Department’s development of our upgraded Immunization Tracking System for healthcare students, we were able to become an industry leader and meet the demands created by clinical sites for many educational institutions.

American DataBank’s revenues continue to grow 20% annually.

k. Provide details regarding the number of background screenings per month, with error rate

The number of background screenings per month averages around 63,000 orders with an error rate of 0.01%.

l. What policies and procedures does your company have in place to audit employment-screening searches for regulatory compliance and accuracy?

American DataBank's accuracy of results is higher than 99%. Providing complete and accurate criminal record information is our first goal and responsibility. American DataBank closely monitors each of our clients' "hit ratios" as part of our Quality Assurance Program. A Hit ratio is defined as the percentage of applicants whose background checks result in a public record found. American DataBank has a Criminal Search and Procedure Policy that is the cornerstone of our Quality Assurance Program.

If a criminal record is found, it is crucial to verify that the record is for the correct individual. To verify a record on an individual, American DataBank utilizes multiple identifiers (such as name, date of birth, Social Security Number if provided) to ensure the record belongs to your applicant before the report is provided to your authorized personnel. To further ensure accurate results, each of our hundreds of researchers are cross-checked for accuracy and thoroughness with periodic blind sample tests.

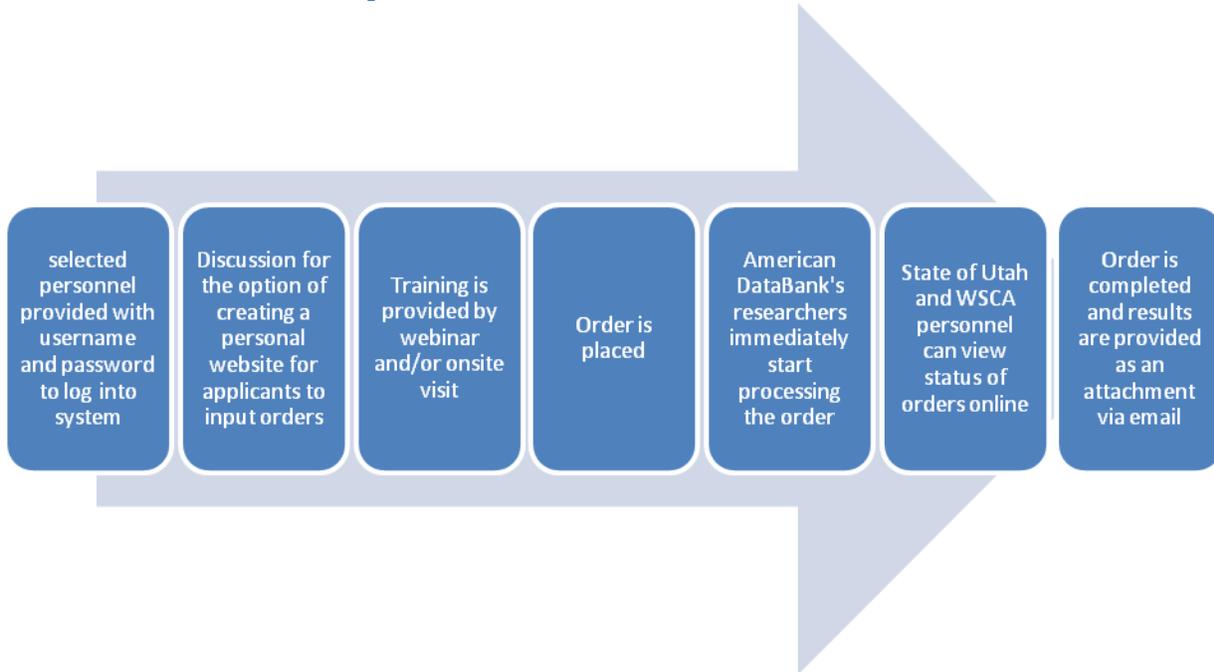
Lastly, in over 12 years of service, American DataBank has never had a legal dispute involving the accuracy of the data we have provided. Our proven Criminal Search and Procedure Policy provide a strong basis for continually delivering accurate results as we move forward.

m. Describe your process for training new employees before they commence work on background checks.

American DataBank has an extensive training process for new employees. Our training supervisors monitor all new staff members on background screening procedures before they are permitted to commence work on their own. American DataBank staffs of over 40 experienced individuals in our headquarters location. Our experienced staff members are consistently providing the quickest, most accurate, and best quality services meeting the specifications requested by our clients. We have also strategically situated over 400 court researchers throughout the nation. Our employee turnover rate is less than 5% resulting in highly educated, experienced staff members. You will be able to speak with the same customer staff representative every time you call.

IMPLEMENTATION/ON-BOARDING

a. Describe your program implementation process, including key steps involved and a timeline of these steps.



American DataBank’s proposed solution for State of Utah and WSCA is to offer you access to our server through a secure website. Your designated personnel will be provided with a username and password to log into the system and place orders. American DataBank offers our clients complementary training on our system and are always happy to assist your personnel with any questions about our services, system or results. American DataBank’s direct search capability offers the most efficient response, and it is available 24 hours per day, 7 days per week, 365 days per year. Once the order is placed, American DataBank’s team will immediately start on processing the applicant’s order.

Also offered, at no cost, our Administrative Tools that will allow your staff to track the status of each background check order from start to finish. We will issue designated personnel a User-ID and password, ensuring your applicants’ information will remain completely confidential. Selected State of Utah and WSCA personnel will search the orders by status, name of applicant, or social security number. American DataBank’s system will automatically email your authorized personnel the applicant’s results in a secure pdf file upon completion. We guarantee your report will be accurate and meet your standards.

b. Describe the training and educational resources you provide to your clients prior to startup of a screening program. Describe post-implementation training as well.

American DataBank offers updates on any training for new employees at any time. American DataBank can and will provide training by webinar or onsite visit without any cost. Complete training on our system can be completed within twenty minutes to a half hour. Our Customer Service Team also takes the initiative to educate clients on reading reports and the purpose of each service offered. Should your staff have additional questions or require another training session, our live customer service is only a phone call away and our representatives will be able to assist your staff.

c. Please outline your proposed account management team, including its location, functional role and tenure with your company.

All projects are led and managed in joint effort by American DataBank's Management Team or if preferred, by a single appointed account executive. Susan Bourdelais will be the account executive for State of Utah and WSCA, but when your personnel or applicants contact us, any representative will be happy to assist them. Below is a listing of our Account Management Team:

Susan Bourdelais, Senior Manager, National Accounts and Business Development, oversees the Customer Service and Business Development teams. With 25 years of experience in Business Development and Management, she is responsible for designing and implementing new contracts and works closely with clients to ensure that they are receiving exceptional service at cost-effective prices. Ms. Bourdelais has been largely responsible for American DataBank's diverse spectrum of clients, and is always working to ensure that our services are perfectly executed and that our clients are receiving the quality customer service they expect.

Karen Garcia, Customer Care Specialist, works alongside Ms. Bourdelais designing and implementing new contracts while providing exceptional customer care to current clients. Ms. Garcia earned her Bachelor of Science Degree in Marketing and has over 4 years of experience in the industry. When Ms. Bourdelais is unavailable, Ms. Garcia will gladly assist the needs of your personnel.

David Bradley, Director of Operations, oversees much of the day-to-day activity for background screening procedures at American DataBank and supervises our Research and Drug Screening Teams. He is responsible for ensuring every order is completed in a timely, accurate manner, and verifying that the quality of the results is up to American DataBank's standards. Mr. Bradley serves as the Chief Compliance Officer and will provide continuous Compliance training to your staff. He ensures that American DataBank remains on top of the latest changes to laws governing the background screening industry. He earned his Bachelor of Science Degree in Management from Metropolitan State College of Denver and has over 8 years of experience in the industry.

Anastasha Ellis, Quality Assurance Manager, monitors and trains our Customer Service Teams to assist and answer our client's questions right over the phone. She will assist your personnel with day-to-day inquiries ensuring that we are meeting and exceeding your expectations. She has over 4 years of experience in the background screening industry.

Erin Swanson, Team Lead, will assist your personnel with day-to-day inquiries regarding our services, system or reports. Ms. Swanson is able to assist your staff with any questions or training for your personnel with our system. She has over 4 years experience in customer service.

CUSTOMER SERVICE

a. What are your hours of operation and when are key account people available to us?

American DataBank's top priority is and always has been, putting our client and their applicants first. We understand the importance of providing our clients with accurate results within our timely turnaround time of 24-48 Hours to provide your personnel with information required to make knowledgeable hiring decisions. We provide quality education and training to our client. If you ever have any questions, we are only a phone call away, and our live customer support team, available Monday through Friday 7:30 a.m. MST – 6:00 p.m. MST.

b. Describe how problem identification and resolution will be handled.

Our staff members are encouraged to be proactive by communicating with our clients about services taking longer than our estimated turnaround times. Especially verification services that we rely on the response of a third party we update our clients of our efforts and the reason for the delay to keep your personnel in the loop. Our representatives will contact your authorized personnel if services will take longer than 72 hours to complete. By keeping our communication open with our clients we are able to identify any possible problems and find a solution before it is too late to resolve the issue.

American DataBank believes that one of the biggest opportunities to obtain true customer satisfaction is when the customer has issues or problems. If a client has a complaint or issue, our staff and management address the problem immediately to resolve the issue in a timely manner. A problem or issue with one client is an opportunity to resolve that issue for all existing and potential clients allowing us to continuously improve our processes and relationships with all our clients.

c. How will you service our account? Describe the system you will use to manage your account.

American DataBank will work with the State of Utah and WSCA to find a process that would work best for everyone involved. A few options for processing the background checks would be:

- 1. StarGate Account** -Each authorized personnel will be provided with login information onto our website www.americandatabank.com to access specific Department Accounts. Authorized personnel will have access to order the background screening order online 24 hours a day, 7 days a week at their convenience. Our StarGate Accounts are beneficial for clients who are paying for their applicants background check directly.
- 2. Customized Website**- The customized websites are created for clients who prefer their applicant to input their own information in order to reduce entry time and errors by your staff members. The customized websites allow for a streamline way for applicants to pay for the background check themselves or invoicing is available for all or selected individuals. Our customized websites allow the State of Utah and WSCA to determine the packages or services conducted but allow the applicant to input their information and pay online. The customized website eliminates the manual labor of entering the applicant's information and reduces the error of incorrect information input due to illegible handwriting.

d. Describe the tools that you provide to answer common questions your clients may have about BSVS.

American DataBank provides our clients with training on our system and services at no additional cost. Our live representatives are available during business hours to assist your personnel with any questions. American DataBank has created an Interactive User Manual for our clients ordering online allowing them assistance outside of our business hours.

For our clients with applicant's ordering on a customized website we provide detail instructions online for the applicant to follow. Frequently asked questions are also provided on the website allowing your applicants to possibly find their answer through previous questions asked. Also American DataBank provides our contact information at the bottom of each website page for your applicant to contact us via the phone or email with any questions.

e. How do you respond to customer complaints and service issues? How do you handle client escalations?

We take every complaint very seriously and want to resolve the issue as soon as possible. American DataBank's customer service is what has made it possible for us to retain our customers and grow. If a problem would arise, American DataBank's personnel will make every concerted effort to resolve the problem and make sure the client is very satisfied with the result. American DataBank's number one goal is to help our clients to make the background screening process stress-free. We realize that if one of our clients are having a problem with a process or services, that many of our clients might be having the same issue and we work to resolve each issue to ensure our services are meeting our clients' needs. Each opportunity to assist our clients allows us to have a better relationship with all our clients and understand their needs and future needs. We are committed to face each issue without hesitation.

f. How do you assess customer satisfaction?

American DataBank understands that every client has different background screening needs and criteria. Our experienced staff will listen to your suggestions and concerns and work closely with you and your personnel in securing the services that best accommodate your needs. American DataBank's representatives conduct customer service calls to our clients to ensure we are meeting your needs and to provide your staff members an opportunity to ask questions about our services, system or reports. We have also sent surveys to our customers to obtain valuable feedback about our services allowing us to know where we need to grow. We encourage all your personnel to contact us with any questions with no hesitation to ensure they feel comfortable with our services. American DataBank is always working to be a one-stop solution for our clients and will be happy to research additional services that our clients request to be added. We will do everything in our power to make the changes you request and meet your growing needs.

g. Once a record has been requested and received, if the requestor wants to re-access the electronic record, how long are they available? What is the process to re-access electronic search records? Are previously received records available to requestor after termination of contract?

Our electronic reports processed through our Administrative Website are archived indefinitely. The information is archived after 90 days so when you contact American DataBank for an archived report, our System Administrator will retrieve the data and send to you within an hour after requested. This information will also be available to State of Utah and WSCA after termination of contract. All current data as well as archived data are backed up real time with Disaster Recovery Plan in place.

TECHNOLOGY

a. Describe your online system that the State of Utah and WSCA would use to place orders and receive results? Include all method of order submission.

American DataBank's StarGate System allows your authorized personnel to login online to place an order electronically at their convenience. The results are automatically emailed to the authorized personnel upon completion. Authorized personnel can also login to track the status of each order and can view, print or email results. Our Administrative Website will allow your staff to track the status of each background check from start to finish.

American DataBank offers our clients that request third party payment a customized website. With the customized website applicants will be able to input their information directly into the website and pay for the background check by credit card or money order. The customized website will also allow all or certain applicants to be invoiced if requested by an authorized personnel at your office. As with our other process the results are automatically emailed to the authorized personnel for each account upon completion.

b. Do you have on-line forms with customization capability? Provide copies of any required forms.

Yes, American DataBank provides our customized website which is an online form that the applicant would fill out, providing all the necessary information to complete the requested background check. American DataBank also requires the applicant to sign a disclosure and release form either by paper or electronically through the online ordering system.

You can view some examples of our customized websites by going to www.upennbackgroundcheck.com or www.healthcareex.com to view how students/applicants orders can be streamlined to reduce your administrative staff's manual labor.

Please find in Attachments Tab Applicant-Pay Customized Background Check Website Example.

c. Describe your user interface.

American Databank's system's user interface is very straight forward for our clients to understand and use. Our StarGate System allows your authorized personnel to view in a picture form how long our turnaround time is and how many applicants are in each category.

Sample Profile Summary Box on StarGate System

Status	<24	24-48	48-72	>72	Total	Highlighted
Draft					0	0
In Progress	0	0	1	0	1	0
Status Detail	0	0	0	0	0	0
Service Alert	0	0	0	0	0	0
In Review	0	0	0	0	0	0
Flagged*	0	0	0	0	0	0
Complete					13	0
Flagged*					2	0
Archived					46	N/A

To order a profile there is a menu on the left hand side of the page which allows you to create "New Profile". Once you select a new profile it allows your authorized personnel to enter the applicant information and select requested services. Then after your authorized personnel has enter all the information required for the services (input which State or county to conduct the criminal searches, etc) and double checked the information input they will transmit the order to go directly to our researchers to start the process.

d. Describe your ability and process to support a decentralized system of orders submitted from multiple states and locations.

Through our Administrative Website, we can create multiple accounts and usernames to support a decentralized system of orders. Each account will be provided with separate usernames and passwords to help identify orders.

e. Describe how your employees are granted access to sensitive customer data.

All employees are provided with a user id and password and are only able to access sensitive customer data through our central office. A security camera system runs 24/7 to monitor all activity in the office. Logs of each employee's activity are recorded in our database for monitoring.

f. Provide a description of your online ordering and retrieval process. Include any demo codes, if these are available. Include details for both the initial order and access to data at a later date.

American DataBank's online ordering process is very intuitive. Authorized personnel are able to access the specific accounts online at www.americandatabank.com.

Once an authorized personnel logs into the system they are able to search for an applicant's order or select New Profile to create a new order online. With a new order they will be required to enter the applicant's first name, last name, date of birth and Social Security Number to request a search. Below the applicants information they will select the requested services to be conducted on the applicant entered and create a draft. For specific services that require further information your personnel will enter in the information required such as the State the criminal search should be conducted in then click transmit for our researchers to do the rest.

Once an order is completed it will automatically be emailed to the authorized personnel on each account. Your authorized personnel will also have access to retrieve the information online as well. All orders are stored indefinitely on our system and orders 90 days or newer can be accessed easily online at your personnel's convenience. Orders that are archived or 90 days or older can be requested by your authorized personnel by contacting our office by phone or email. Our representatives will retrieve the stored report and provide it to your authorized personnel within one hour.

To view American DataBank's Interactive User Manual please type the following URL into your browser <http://www.americandatabank.com/StargateOrderGuide/index.html>.

g. Describe any technical features that you've created to provide greater efficiency to a client.

American DataBank has recently upgraded our StarGate System to provide our clients with a more advanced system. Our upgraded system allows our clients to quickly view if the Social Security Number enter is a valid number and provides a streamline way to copy an applicant's information for an additional order. Additional enhancements provided are:

- Automatic Password Retrieval
- SSN Error Checking
- Accounting Codes
- Profile Tracking
- Location Tools
- Quick Search
- Empty Services Check, etc

For our educational clients we have learned from listening to hundreds of Colleges/Universities the need for streamlining the Compliance Management Process. American DataBank has created our Immunization/Compliance Tracking System with our In-House IT Department to fit the needs our clients. Our Immunization/Compliance Tracking System reduces your administrative staff's paperwork, entry work and manual labor of tracking student's compliance records by shifting this paper process to an automated electronic system. Our Immunization/Compliance Tracking System allows your students to track their own immunizations along with American DataBank assisting students with the next step processes to becoming compliant. We are continually updating our system to meet the growing needs of our clients and are able to add on new features all the time due to the fact that it is our own propriety system.

h. Please list any technology or software requirements needed to use your system (i.e., browser versions, etc.).

Our system is available online with no technology or software required. Our system is compatible with Internet Explorer Version 6.0 and Higher.

i. What are your business hours for submitting requests on-line? When are results available for retrieval?

Requests can be submitted through our Administrative Website 24 hours a day, 7 days a week, 365 days a year. Depending on the services ordered, results are provided instantly to 48 hours. Your authorized personnel's access will allow them to track the applicant's order and view reports electronically online. Orders are available for online retrieval until 90 days after completion, after 90 days orders are archived and can be provided upon request at no additional cost.

j. What notifications do you provide throughout the background screening process? Do you provide notification if a search result is delayed and if so provide details?

Our Administrative Website will allow your staff to track the status of each background check from start to finish. Our staff is available through email or phone if there are any inquires regarding status updates. If, for any reason, a search result is delayed, we will contact your authorized personnel immediately and notify them of the delay and the new estimated turnaround time.

COMPLIANCE

a. Describe your measures to ensure legal compliance pertaining to employment screening (i.e. FRCA, EEOC, FLSA, ADA, etc.).

Except CDIA's FCRA certification we use, American DataBank established stringent rules internally regarding to the treatment of the sensitive individual information. We also retain NAPBS's (National Association of Professional Background Screeners) law firm as an FCRA expert. We also continuously train our personnel with FCRA rules and regulations.

b. Do you offer adverse action letter fulfillment/solutions to clients? If yes, please describe the available resources and procedures.

American DataBank offers adverse action letter fulfillment to our clients. We can provide adverse action letters to applicants on behalf of State of Utah and WSCA. The adverse action notices will include the individual's background check, American DataBank's information, a statement that American DataBank did not make the decision to take the adverse action and cannot give a reason for the action, and a notice of the individual's right from the FRCA to dispute the accuracy or completeness of any information. If your applicant would like to exercise their right to dispute the information provided on the background check we would be happy to provide the applicant with the courts contact information to get the record resolved through the source. We have worked with applicants to ensure they understand the process for correcting information with the courts.

c. What is your company's process for resolving consumer disputes? Please include descriptions of dispute documentation, document storage and retrieval, timeliness, internal resources, and any other applicable details.

Due to American DataBank's search methods we have not encountered many disputes from consumers regarding the accuracy of our results. Since our search methods are to go directly to the source our results are almost as accurate as the courts. If an applicant would like to dispute a record our representatives will be happy to assist them by providing them with the contact information for that source and allow the applicant to contact the courts to correct any errors. All our reports are stored indefinitely and by request can be pulled for any audit or request.

d. How will your company assist our organization in staying abreast of legal requirements on the federal and state levels?

American DataBank works as a Human Resources partner keeping clients informed of latest FCRA and other state/federal requirements. We send monthly compliance newsletters as laws are updated.

e. Does your organization provide guidance or subject-matter expertise in the form of a compliance professional, in-house counsel, etc.

Yes, American DataBank's fully trained team representatives and our Operations Director, David Bradley, are happy to assist your organization with our experience regarding background screening services.

f. Quality Assurance, what are your measures and how are they handled in organization.

American DataBank's internal quality control measures involve several different programs. Outlined below are the most important measures we utilize to ensure our high quality standards are always met.

Blind Test Sample

We periodically send a criminal record search to our researchers that we already know has a criminal record. The researcher has to find the criminal record or they will be removed from our researcher network. This blind sample test ensures that our researchers are providing to us the most accurate and up-to-date records available. Being in the business for over 12 years, we have learned where to find the best researchers in the industry.

Order Review Policy

Every criminal hit record that comes through our system is reviewed by our experienced Research Supervisors to make sure the record is accurate and belongs to your applicant. American DataBank also double checks criminal records with the specific court to verify that two of three identifiers (Name, DOB, SSN) are matched. This makes sure that the information we provide belongs to the correct individual. This helps prevent incorrect criminal histories from being assigned to people with similar names or dates of birth.

Legal Compliance

Before we provide any information to our clients, our compliance officers make sure we are providing background check information only to authorized personnel. In addition, they ensure that all information we provide is fully FCRA (Fair Credit Reporting Act), FACTA (Fair and Accurate Credit Transactions Act), and EEOA (Equal Employment Opportunity Act) compliant.

Hit Ratio

We closely monitor criminal record "hit ratios," which are the percentage of applicants screened that have a public record found. Currently our client's average a 9.5% hit ratio, higher than the industry standard of 6%. By monitoring hit ratios closely we can be sure that our researchers are providing thorough and accurate search results. The fact that our hit ratio is consistently higher than the industry standard is concrete proof of the reliability and diligence shown by our researcher network. American DataBank would be happy to provide reports showing the statistics for State of Utah and WSCA.

g. Provide a synopsis of any compliance complaints and/or compliance investigations.

Individuals often contact American DataBank concerning the results and typically state that the results are not theirs or that the record should have been sealed, expunged or otherwise removed from the court's records. When an individual contacts American DataBank with concerns regarding the background check results we initiate an investigation into the results that were reported. We notify the client that the individual has initiated a dispute of the results that were reported. Below are the generic steps that are taken:

- We re-verify the results that were originally reported and verify that the name, DOB, SSN and any other personal identifiers on the court records are for the same individual. We also contact the court clerk to re-verify the information if necessary this happens typically with common names.
- If the individual states that the record should have been sealed, expunged or otherwise removed by the courts and should not show up on their record we inform the individual that they will need to contact the courts to have any records changed. We are not authorized to ask the court to make changes on the court records or to initiate a dispute with the court. The individual or a lawyer can initiate this process. American DataBank provides the information directly from the courts and we do not have a way to change their records. Once the individual has contacted the courts and confirmed that the corrections have been made American DataBank will have our researchers conduct a new record search to verify any changes.
- If the individual states that the record is not theirs, our researchers will delve deeper into the record to determine what else the courts have on file such as a driver's license, mug shots, physical description, address and any other identifiers on file. The individual may have to provide us with a copy of their driver's license or state issued ID or in some cases the individual may have to provide fingerprints to verify that the record is not for the same individual. Please note a few states require a fingerprint search for verification which can take up to 30 days to process.

Most investigations are completed within 24-48 hours. After the investigation has been completed we will inform the individual and the client of the results and of any discrepancies originally reported. Please note re-investigations are free of charge. If compliance investigation/complaint procedures are outlined by our clients we will follow their requirements as long as we are legally permitted to do so.

DATA SECURITY

a. Please provide a copy of your security policy as an attachment to proposal response.

Refer to attachment

b. Describe your system, physical site, and personnel security policies.

The security of our websites and computer network is one of the utmost importance since we are 100% web based and this is the main medium our clients/students utilize for ordering and viewing results. We offer:

- *ISO 9001:2000 Certified Data Center*
- *508 Compliant*
- *256-Bit Double SSL*
Our online ordering system is secured by up to 256-bit Double SSL technology, which is the most secure system available.
- *Double Firewall*
Our system is double firewall protected; preventing any unauthorized users from accessing sensitive information.
- *Redundancy Server*
Our redundancy server system ensures that one of our servers is always functioning properly.
- *Backed Up Daily*
Our databases are backed up on a daily basis and all records are archived indefinitely.
- *24/7 Proactive Intrusion Monitoring System*
American DataBank hires a third party company to conduct monitoring our servers and system to ensure data is secure and not comprised in any way. If an intrusion is noted the system will be shut down and no entry allowed.
- *Building and office have security cameras, security codes, locked doors, password id to access system, etc.*

***** With our in-house IT team, technical difficulties can be brought to our attention immediately. Any technical issues can be customized to your needs and our high standards. *****

c. Explain your password policy and procedures.

To ensure security of our system only authorized personnel are provided with access into our online system. Each authorized personnel is provided a login which must have a password with specific characters and length to be secure enough to access our system. Passwords must be more than 6 characters long with one upper case and one lower case letter along with a symbol and number. Each User ID and password is required to change every 90 days and all access are monitored and logged.

d. What measures do you take to protect sensitive consumer information?

- 1) American DataBank rigorously screens all personnel working for the company to ensure we have individuals that are not only qualified, but do not have harmful intentions.
- 2) We ensure that all information and documentation provided to us is secured and monitored to ensure all information is protected. Any sensitive documents are professionally shredded and our offices are monitored 24 hours a day, 7 days a week by a professional security and monitoring company.
- 3) We continually monitor our technology and software for any weaknesses or vulnerabilities. Our system is monitored 24/7 for any unauthorized access and we test it by a third party for weaknesses. We protect our system with the latest in SSL encryption technology and utilize dual firewalls for the best possible protection.
- 4) All computers in use within our office do not have any personal information stored on them. All data is stored at our data center and no data is stored on an individual computer within the office ensuring that if a computer was taken from our office it does not have any sensitive information on it.

We understand the importance of data protection, which is why our software is approved by all three credit reporting agencies.

American DataBank has instituted internal and external policies and procedures to safeguard personal information.

- Our building has equipped 24/7 video surveillance system any doors. Main doors of American DataBank are constantly locked and require a security code to enter.
- Any reports and/or personal information received via paper are professionally shredded when the information has been input into the system to be archived indefinitely.
- Personal information such as Disclosure and Release forms that American DataBank holds for 7 years from applicants are stored in a locked storeroom. However, this is not for the client on the behalf. All clients must store their applicant's information.
- All reports on our online ordering system are archived indefinitely on a remote server at offsite locations.
- The building has a security guard on the premises during off hours, weekends and holidays.
- Backups are completed daily and information is stored on an offsite server. Disaster Recovery Plan is in place.

e. What are your policies regarding the proper maintenance disposal of personally identifiable information?

If any documents require disposal, they are professionally shredded by a qualified third party. All data storage hard drives are physically removed from the computer or server after conducting multilayer of data over ride. We then dispose the hard drive separately from other computers.

f. Explain your retention and disposal policy.

American DataBank retains all background screening results and orders indefinitely in an electronic format for our clients. Any faxes or paper information provided to our office that is no longer needed is disposed of by a qualified third party shredding company.

g. Please describe your data recover/backup system.

American DataBank has in place a data recovery system in case of system failure or natural disaster. American DataBank completes daily backups of information which is stored on an offsite server.

h. Provide a log of system breeches, including dates, size of breech, stolen data content, outcome, and remedy. If a breech in data security occurs, a notice to the contract manager and all customers covered under this contract must be made within 6 business hours.

In our history of a company, American DataBank has not had any system breech and continually upgrades our system to ensure we have the highest security technology available.

i. Describe your approach to data security, and staying pro-active in data security efforts.

American DataBank guarantees that all privacy laws are met and continuously reviews all the rules and regulations to update our forms and procedures to remain compliant with the Federal Fair Credit Reporting Act (FCRA), Drivers Privacy Protection Act (DPPA) and all other applicable Federal and State laws. Because we understand how important it is for our clients to remain compliant with all regulations and requirements, we consistently train our Operations, Business Development and Customer Support Teams with any changes and updates that occur.

As a background screening company, we are aware of the importance of data security beyond just personal information but we must protect individual results, client information, history of orders, archive data and every matter for security must be addressed. American DataBank believes that security measures begin the moment an order is placed and have put in place many identity theft prevention processes.

All information provided by State of Utah, WSCA, and the applicant is gathered solely to complete the background check. Many of the searches are completed electronically by in-house researchers; we do not utilize any home-based workers that would have personal and identifiable information about an applicant. Our physical site is secure with a 24-hour camera-surveillance system, security office key code, and after-hour premise security service. All documents provided to American DataBank are securely stored and shredded professionally when they are no longer needed.

DETAILED SCOPE OF WORK

American DataBank provides our clients with a One Stop Solution for all your employment screening needs. Our services range from criminal check to Drug Screening, Immunization/Compliance Tracking System and even personality testing to assist our clients to make smart hiring and clinical decisions. American DataBank provides our clients with customized solutions to meet each of our clients' needs.

SCREENING SERVICES

a. Contractor must agree to discuss each case with the using agency and provide a cost estimate as requested. Using agency may put a dollar limit on the case.

American DataBank agrees to discuss each case as requested with our compliance officer. Court interpretations are provided to our clients at no cost. If further research into additional courts is required then an additional fee for that search will apply.

b. What is your procedure for rush background screening services?

All orders placed in our system are uploaded and processed in real-time without delays. Therefore all orders are expedited as quickly as possible in the order receiving. In the event of any unforeseen complications, our Customer Service Team is always available to rush services without additional costs. For a rush background check, we will place the particular order on high priority and assign the order to selected researchers to complete as soon as possible.

c. Does your company charge for unsuccessful search or contact?

After your authorized personnel have entered an order into our system our researchers immediately start on the research. Once our researchers have begun working on the background check we are unable to cancel the order. For our verification services such as employment verifications our in-house representatives will continue to conduct the verification until we receive a result or have approval by your personnel to close the order. Our researchers will also contact your personnel if the service is taking longer than expected to obtain additional contacts to pursue at no additional charge.

d. What recourse is there when contractor provides bad or mis-information?

In the case where American DataBank provides bad or mis-information, your organization would be covered under our insurance if someone were to sue as a result. We are pleased that in our 12 years of providing employment screening, we have never had an insurance claim. Our rigorous attention to detail and strong commitment to providing the most accurate information available has prevented anyone from taking any legal action against American DataBank or our clients.

e. What sources of information are searched? Describe each service you provide and how you go about obtaining that information, in as much detail as possible, per the following BSVS list.

American DataBank provides our clients with criminal reports directly from the County or State repository. Applicant results are reported in the same formatting as the courts to eliminate any human error and to allow the courts to quickly identify the record in the situation that an applicant would want to dispute the information provided.

The methods we use to conduct background checks are designed to provide our clients the most thorough and accurate information available. We DO NOT recommend using dated criminal court record information (i.e., Compiled Database, CD ROMS, diskettes, microfiche, etc.) We believe dated criminal court record information has inherent risks and does not provide our clients with thorough and up-to-date investigative results. American DataBank National Criminal Index Search is a database search that we offer to our clients at their request only after we have fully explained the accuracy rate and explained the inherent risks of using the database search. By definition of the American DataBank criminal history search protocol, court records (both criminal and civil) will be hand-searched directly at the courthouse by our investigators or field agents located strategically to cover each county throughout the United States. When available, American DataBank has established direct electronic connections to county, civil and/or state criminal repositories offering the most current and accurate court records available.

MULTI-JURISDICTIONAL (LOCAL, NATIONAL, INTERNATIONAL) CRIMINAL HISTORY RECORD CHECKS

American DataBank understands the importance for our clients to receive accurate information in a timely manner allowing your staff to make knowledgeable administrative decisions. American DataBank's search methods are going directly to the source to get the most up-to-date and accurate information for our clients. Local, national, and international criminal history checks are three separate checks.

Statewide Criminal record Searches are conducted through each state's Criminal Records Repository, and will yield results for all counties submitting to the repositories. County Criminal Records Searches are conducted directly through the county repository for the most accurate and up-to-date information. American DataBank Quality Insurance Team reviews all criminal records checking the available identifiers: first name, last name, social security number, and date of birth to ensure the record belongs to your applicant before reporting to your authorized personnel.

American DataBank offers a Nationwide Criminal Index Database Search, which assess over 240 million criminal records from across the United States and draws from a multitude of sources. We do not recommend the Nationwide Criminal index Search as a stand-alone search, but as a supplementary search to a State or County search. We would be happy to provide this as a service if requested by State of Utah and WSCA.

As with our domestic Criminal History Record Searches, International Criminal Record Searches are researched directly at the courts in the country and city where the applicant has resided, and will provide criminal records equivalent to misdemeanors and felonies in the United States.

In order to do an international criminal record search, American DataBank requires the applicant's name, date of birth, city and country of residence. Some countries may request additional information such as the applicant's parents' names or mother's maiden name. Due to the variety of different policies we must comply to for receipt of these records turnaround times can vary, but generally verified results will be returned between 5-10 business days. American DataBank will inform State of Utah if an International Search will not produce results due to lack of information available.

SEX OFFENDER REGISTRY CHECKS

American DataBank uses the Nationwide Sex Offender Registry, which reveals any state in which an applicant has registered as a sex offender. This search covers all 50 States even including individuals whom have registered without their birth date. The sex offender registry search will determine if an individual was convicted of an offense that requires them to register with the sex offender registry for the state in which they were convicted.

American DataBank also offers Sex Offender Registry Search per State if available. The turnaround time for this search is instant – 24 hours.

COUNTY CRIMINAL SEARCH

County Criminal Records Searches are conducted directly through the county repository for the most accurate and up-to-date information. American DataBank Quality Insurance Team reviews all criminal records checking the available identifiers: first name, last name, social security number, and date of birth to ensure the record belongs to your applicant before reporting to your authorized personnel.

COUNTY CIVIL RECORD SEARCHES

Civil records can be researched on the County, State and Federal levels and are released for at least seven years or as far back as the courts allow. A civil record is a non-criminal dispute between two parties and can involve contract disputes, money, property, etc. This search identifies an applicant's involvement in non-criminal litigation, as either a plaintiff or defendant.

SOCIAL SECURITY NUMBER AND CITIZENSHIP VERIFICATION

American DataBank provides a residential history search with our Social Security Number Trace. The Social Security Number Trace is primarily based on credit headers and other public sources of information. This search identifies the state and year the Social Security Number was issued. It provides a residential history, date of birth, and may provide alias names or maiden names the applicant has used.

MOTOR VEHICLE RECORDS

The majority of MVR searches are performed instantly by directly accessing the individual state's Department of Motor Vehicles via electronic access. When electronic access is not available (AK, NH, PA), we utilize our researcher network to hand-search the MVR request. This report provides the owner's information, traffic records, license status, and current points. Standard MVR searches always provide at least three (3) years driver's history.

CREDIT REPORTS

This search includes current and previous debts, payment history, bankruptcy records, previous residence history, and current financial status. The results can reveal an applicant's financial credibility and responsibility instantly. However, due to the sensitive nature of the information, we would not recommend to use this service unless the person is engaging with financial information, handling cash, accessing valuable inventory etc. Please note, some states have passed legislation to ban the use of credit report searches for employment purposes. We recommend consulting with us before using the service.

PROFESSIONAL LICENSE VERIFICATION

Applicants working in healthcare professions, law, accounting, and education, may hold a professional license from their state or professional organization. Professional License Verifications confirm the status of the applicant's license and reveals any violations, revocations, or disciplinary actions taken against the applicant.

In order for American DataBank to conduct this search, we will need the applicant's full name, license number, and state the license is issued.

EDUCATION VERIFICATION

Our 12 years of experience has revealed that education is the area most misrepresented by the applicant on an application or resume. As with employment verifications, we do not subcontract to other companies or to individuals working from home to ensure the highest level of security and confidentiality of sensitive applicant information. We guarantee that all of our verifications are completed by in-office employees.

American DataBank will confirm any degree or certification from GED to Post-Doctoral. Our reports include a complete record of contact attempts detailing whom we spoke with and instructions we were provided. In many cases, institutions require a signed Disclosure and Release Form in order to release information. Any time we are able to assist the institution by providing approximate dates of attendance, graduation date, and degree received, it will help expedite the process. If we are conducting an International Education, we will need the Identification Number they used in that country, for example, Canada's Identification Number is the Social Insurance Number. American DataBank will also verify the applicant's course of study or GPA if the information is available.

American DataBank values quality service. We do not outsource to an in-house operator or overseas. We can guarantee our services will be handled by in-house, experienced staff. Please note, third party fees, such as Student Clearinghouse fees may apply if the College/University is using this source to store their information.

EMPLOYMENT HISTORY AND VERIFICATIONS

American DataBank will contact the applicant's previous employers to verify any or all of the following information:

- The candidate's dates of employment
- The candidate's job title
- Reasons for termination, if applicable
- Salary verification
- Overall Performance
- Rehire Eligibility
- The candidate's truthfulness and accuracy in describing their previous employment.

American DataBank will setup a macro for our representatives to use with particular questions requested by State of Utah and WSCA. Please note, previous employers often have policies and procedures that limit the information provided, but our representatives will provide your personnel with a complete report of the information provided by the employer. Each record returned will provide the name and title of the professional performing the verification. Unlike our competitors, American DataBank does not outsource to an in-house operator or oversees due to the sensitivity of information provided. We can guarantee our services will be handled by in-house, experienced staff.

DOT EMPLOYMENT VERIFICATION

Completed DOT Verifications are acquired when the applicant is seeking a driving position. The previous employer supplies the applicant's Dates of Employment, Position, Performance Overview, the Reason for Termination, any Accidents or Incidents on the applicant's record, his or her Rehire Eligibility, and other information, including any records pertaining to drug and alcohol related incidents, directly related to the applicant's driving habits.

DOT records often include, but are not limited to:

- Alcohol tests with a result of 0.04 or higher
- Verified positive drug tests
- Refusals to be tested
- Other violations of DOT agency drug and alcohol testing regulations
- Information obtained from previous employers of a drug and alcohol rule violation
- Documentation, if any, of completion of the return to duty process following a rule violation.

American DataBank will need the completed DOT Verification form from your organization signed by the applicant. Timeframes will vary depending on the verifying company. We proactively contact previous employers in order to secure DOT Verifications in a timely manner.

American DataBank will process the DOT Employment Verification form to the company requested to complete the report. We will report to you if the form is not completed in the allotted timeframe.

REFERENCE CHECKS

Completed Personal and Professional Reference reports provide a detailed picture of the applicant's work ethic, interpersonal skills, and general character. As with Expanded or Premium Employment Verifications, we can customize our questions to meet your organization's requirements.

Our researchers proactively contact the past employers, former co-workers, and other individuals to check an applicant's references. We will conduct phone interviews based upon your specifications. Since we will most likely be contacting the reference at home, it is necessary for the applicant to provide the correct name and phone number of his reference.

SANCTION SCREENINGS

In order to run any of the following searches, we will need the applicant's full name, date of birth, and social security number. The turnaround time is instant to 24 hours. Background Screening and Verification Services are in compliance with the Fraud and Abuse Control Information System.

Office of Inspector General This search includes violations of Medicare, Medicaid, and other federally funded programs. Individuals convicted of patient abuse, healthcare fraud, controlled substance convictions, or who have defaulted on Health Education Assistance Loans are subject to these sanctions.

General Services Administration (GSA)/Excluded Parties List System (EPLS) contains the names of individuals and entities excluded from federal programming, funding and contracts. The Excluded Parties List System extracts data from over 50 Federal agencies, including the Social Security Administration, the Federal Trade Commission, and the Department of Homeland Security.

MILITARY RECORDS

Military Record searches are conducted similarly to an employment verification. We will contact the appropriate departments or contact your applicant for a DD214 form.

U.S TREASURY, OFFICE OF FOREIGN ASSETS CONTROL, LIST OF SPECIALLY DESIGNATION NATIONALS

When your organization requests a USA PATRIOT Act Search, American DataBank searches the Office of Foreign Asset Control (OFAC) and Specially Designated Nationals (SDN) List Search through the US Department of the Treasury.

This search compares applicant's names against individuals listed on terrorist watch lists maintained by organizations including INTERPOL, the Federal Bureau of Investigation, the World Bank, the European Union, and the US Bureau of Industry and Security, as well as sources from around the world.

SKIP TRACE REPORTS

Skip Trace Searches are typically conducted on an individual whose location is unknown. This search is conducted mainly by debt collectors and cannot be used for employment purposes as a signed disclosure and release form is required. American DataBank can produce a skip trace report for specific purposes.

OTHER SCREENING SERVICES OFFERED

Immunization/Compliance Tracking System

American DataBank's Immunization/Compliance Tracking System was created by our In-House IT Department and enhancements are completed upon our client's feedback. Our Immunization/Compliance Tracking System will streamline and reduce your administrative staff's manual labor of obtaining, entering and tracking records/requirements. American DataBank's staff will help relieve the burden of tracking your student and faculty member compliance requirements by collecting and reviewing the records in our electronic ITS System.

American DataBank *does not* outsource our ITS System or services, allowing our fully trained staff members to answer your personnel or students questions right over the phone.

American DataBank's Personnel will:

- **Collect** all required documentation from your student/faculty including Certification, Professional Licenses, Insurance, etc.
- **Communicate with** your student/faculty to provide them with the next step on becoming compliant
- Keep **electronic** record of each student/faculty Immunization/Compliances and paperwork for at least 10 years or per your state requirements
- Assist your student/faculty with any questions about our system or your requirements
- Sends out **reminder emails** to your student/faculty

The State of Utah and WSCA's authorized personnel will have access to the Admin Portal to view student/faculty records at a glance with many search and sort capabilities. American DataBank's Admin Portal allows your authorized personnel to view all documentation with reporting functions.

SUMMARY OF SERVICES

Service	Records searched	Scope of Search	Turnaround Time	Information included
Multi-Jurisdictional Criminal History Record Checks*	Direct court repositories	Covers <i>at least</i> last 7 years	Instant - 48 hrs; International 24hrs – 6weeks	Records from the repository for at least the last 7 years or as far back as the courts allow one-name.
Sex Offender Registry Checks	National Sex Offender Registry	Includes any states where offender has registered	Instant - 24 hrs	Includes year, date of birth, residency history, alias/maiden names and state issued.
County Criminal Search*	Direct county court repositories	Covers <i>at least</i> last 7 years	Instant - 48 hrs	Records from the local court repositories for at least the last 7 years or as far back as the courts allow one name.
County Civil Record Searches*	Direct county court repositories	Covers <i>at least</i> last 7 years	24 to 72 hrs	Includes non-criminal dispute records between two parties from the county repository.
Social Security Number and Citizenship Verification	Credit headers and other public sources of information	Starts from when ssn was issued	Instant	Includes year, date of birth, residency history, alias/maiden names and state issued.
Motor Vehicle Records	Department of Motor Vehicle	Covers from 3-7 years	Instant – 72hrs	Records from the current state the license is issued from at least the last 3 years and up to 7 depending on availability with the court.
Credit Reports	Credit Bureaus		Instant	Includes current and previous debts, payment history, bankruptcy records, previous residence history and current financial status.
Professional License Verification	Issuing state or professional organization		24 - 48 hrs	Confirms the status of the applicant’s license and reveals any disciplinary actions.
Education Verification**	Educational Institute		Instant – 48 hrs	Includes graduation dates, attendance dates, and diploma received.
Employment History & Verifications**	Previous employer		Instant - 48 hrs	Customized to your specifications. Disclosure and Release Form required.
DOT Employment	Department of		varies	Alcohol tests with result

Verifications	Transportation			of 0.04 or higher, verified positive drug tests, refusals to be tested, other violations of DOT agency testing regulations
Reference Checks**	Provided references		Instant - 48 hrs	Customized to your specifications. Correct name and phone number required.
Sanction Screenings	Office of Inspector General, General Services Administration/Excluded Parties List		Instant – 24hrs	Verified with the applicant’s name, dob, ssn, and any additional identifiers provided.
Military Records	DD214 or Military Records		Instant – 48hrs	Position, Time Served
U.S Treasury, Office of Foreign Assets Control, list of Specially Designation Nationals	Office of Foreign Asset Control and Specially Designated Nationals List through US Dept of the Treasury		Instant – 48 hrs	Verified with the applicant’s name, dob, ssn, and any additional identifiers provided.
Skip Trace Reports	Personal Information, Previous Employment History, Residential Information..etc.		4-48hrs	Applicant’s personal information and location
<p>*In the case of states with high court fees such as AR(\$22), FL(\$24), IL(\$10), IN(\$15), KS(\$20), KY(\$15), ME(\$31), MI(\$10), MO(\$11), MT(\$12), NY(\$65), OK(\$15), PA(\$10), SD(\$15), SC(\$25), TN(\$29) and VT(\$35) high court fee will apply. In the case of counties with high court fees such as ME(\$31), MI(\$10), NH(\$60), NV(\$12), NY(\$65), SD(\$15), VT(\$30), and WY(\$25) the high court fee will apply. Maiden/Alias names will be an additional search at the same price. Court fees are subject to change due to State/ county court fee increases. **Phone number is Required. Third Party Fee may apply.</p>				

The Utah Division of Purchasing & General Services

On behalf of the

STATE OF UTAH

and the



Request for Proposals

Solicitation Number NO11002

WSCA Contract for Background Screening And Verification Services (BSVS)

November 2010

REQUEST FOR PROPOSAL

Background Screening and Verification Services

Solicitation # NO11002

Section 1: Solicitation General Information

Purpose of Request for Proposal (RFP)

The State of Utah, Division of Purchasing and General Services is requesting proposals for Background Screening and Verification Services (BSVS) on behalf of the State of Utah and the Western States Contracting Alliance (WSCA). The purpose of this request for proposal is to establish contracts with qualified suppliers to provide Background Screening and Verification Services for all participating States. The services resulting from the award of this solicitation are to be available to all state entities, cities, counties, higher education, school districts and other political subdivisions on an as needed basis under the same pricing and terms and conditions agreed to in the contracts.

It is anticipated that this RFP may result in contract awards to multiple contractors.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service and capability under any agreement.

Objective

The objective of this RFP is to obtain deeper volume price discounts than are obtainable by an individual state or local government entity. This discount is based on the collective volume of potential purchases by the numerous state and local government entities. The savings realized by the contractor in managing one comprehensive WSCA contract rather than numerous state and local contracts should result in the most attractive service level and discounts available in the marketplace.

Background

This will be a new Master Agreement for the State of Utah and WSCA. Therefore, no background information or history is available.

Issuing Office and Solicitation Number

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation #NO11002. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

Procurement Manager

The Procurement Manager (and subsequent Contract Manager) designated by WSCA and the State of Utah, Division of Purchasing & General Services is:

Nancy Orton, Assistant Director
State of Utah, Division of Purchasing and General Services
3150 State Office Building, Capitol Hill
Salt Lake City, UT 84114-1061
nancyo@utah.gov
Phone: (801) 538-3148 Fax: (801) 538-3882

Schedule of Events

Solicitation Release:	November 29, 2010
Pre-Proposal Conference:	December 14, 2010 at 2:00 PM (MST)
Question/Answer Deadline:	December 20, 2010 at 3:00 PM (MST)
Closing Date:	January 5, 2011 at 3:00 PM (MST)

Pre-Proposal Conference

A pre-proposal conference will be held on Tuesday, December 14, at 2:00 PM, at the State of Utah Archives Building located at 346 South Rio Grande, Salt Lake City, UT 84101. Due to limited space, please limit attendance to one individual from your company. Attendance at the conference is optional. Answers to questions asked during the pre-proposal conference will be provided via an addendum posted in BidSync.

Proposal Submittal

Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

The preferred method of submitting your proposal is electronically through BidSync, however, you may mail or drop off hard copies to the State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114 on or before the due date and time. The proposal packet shall include a separate document in BidSync titled "Cost Proposal" or sealed envelope labeled 'NO11002 – Cost Proposal', that contains the pricing document. If submitting by hardcopy, you must provide one original and six (6) identical copies.

When submitting an offer electronically through BidSync, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the offer. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your offer will not be received by the system. It is recommended that the submission process be completed the day prior to the due date, with the knowledge that any changes/updates will be accepted through the due date and time.

Electronic offers may require uploading of electronic attachments. BidSync's site will accept a wide variety of document types as attachments. However, the submission of documents containing embedded documents (zip files), mov, wmp, and mp3 files are prohibited. All documents should be attached as separate files.

BidSync customer support may be contacted at (800) 990-9339 for guidance on the

BidSync site. Do not contact the procurement manager for assistance with BidSync.

Offerors are responsible for ensuring that their BidSync registration information is current and correct. The State of Utah accepts no responsibility for missing or incorrect information contained in the vendor registration in BidSync.

Governing Laws and Regulations

This procurement is conducted by the State of Utah, Division of Purchasing & General Services, in accordance with the Utah Procurement Code. These are available at www.purchasing.utah.gov.

The laws of the State of Utah will govern all contracts that result from this procurement unless the contractor and participating State agree in a Participating Addendum that the laws of another jurisdiction will govern purchases made by procuring agencies within the jurisdiction of the participating entity.

Length of Contract

The Contract resulting from this RFP will be for a period of three (3) years. The contract may be extended beyond the original contract period for three (3) additional years on a year by year basis at the State’s discretion and by mutual agreement and upon review of current market conditions and contractor performance.

Price Guarantee Period

All pricing must be guaranteed for the initial term of the contract. Following the initial contract period, any request for price adjustment must be for an equal guarantee period, and must be made at least 45 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State of Utah Director of Purchasing and WSCA. The State will be given the immediate benefit of any decrease in the market, or allowable discount. No retroactive price adjustments will be allowed.

Usage Reporting Requirement

All contractors will be required to provide quarterly usage reports to the contract manager. Initiation and submission of the quarterly reports are to be the responsibility of the contractor without prompting or notification by the contract manager.

Quarterly reports must coincide with the quarters in the fiscal year as outlined below:

Quarter #1: July 1 through September 30, due annually by October 30.

Quarter #2: October 1 through December 31, due annually by January 30.

Quarter #3: January 1 through March 31, due annually by April 30.

Quarter #4: April 1 through June 30, due annually by July 30.

Offerors shall identify below the person responsible for providing the mandatory usage reports: (This information must be kept current during the contract period)

NAME:	
MAILING ADDRESS:	

TELEPHONE #:	
FAX NUMBER:	
EMAIL ADDRESS:	

The purpose of the contract usage reporting requirement is to aid in contract management; specific report content scope and format requirements will be provided to the awarded contractors during contract signing. Some WSCA States may require additional reporting requirements. Those requirements can be addressed through the individual states Participating Addendum. Failure to comply with this requirement may result in contract cancellation.

Standard Contract Terms and Conditions

Any contract resulting from this RFP will include, but not be limited to, WSCA Standard Terms & Conditions (Attachment A).

Additional Terms and Conditions specific to a state will be addressed in the Participating Addendum. Please refer to Attachment D for the State of Utah and State of Minnesota Special Terms and Conditions.

Questions

All questions must be submitted through BidSync. Answers will be given via the BidSync site. Questions received after the Question/Answer period will not be answered.

Discussions with Offerors (Oral Presentation)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense. If oral presentations are required by the evaluation committee, only the highest scoring offerors will be invited to participate.

Protected Information

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63G-2-305, provides in part that:

the following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309 (Business Confidentiality Claims);

(2) commercial information or non-individual financial information obtained from a person if:

(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309;

* * * * *

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the offeror must:

1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
3. submit an electronic “redacted” (excluding protected information) copy of your proposal response. Copy must clearly be marked “Redacted Version.”

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. Failure to conform may result in rejection of proposal as non-responsive.

The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc>

To ensure the information is protected, the Division of Purchasing asks the offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the State of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

WSCA Background Information

The Western States Contracting Alliance (WSCA) is a cooperative group-contracting consortium for state government departments, agencies, institutions, institutions of higher education, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the States of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. WSCA is a subset of the National Association of State Procurement Officials (NASPO). NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States.

The Master Agreement(s) resulting from this procurement may be used by WSCA member states and their political subdivisions. WSCA Master Agreements, including the Master Agreement(s) resulting from this RFP, may be used by any of the other 35 states, the District of Columbia, and the territories of the United States with authorization from the WSCA directors and subject to approval of the individual state procurement director and local statutory provisions.

WSCA Administration Fee

The contractor must pay a WSCA administration fee of one half of one percent (.5%) in accordance with the terms and conditions of the contract. The WSCA administration fee shall be submitted quarterly and is based on sales of products and services. The WSCA administration fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some WSCA States may require that an additional fee be paid directly to the WSCA Member State on purchases made by procuring entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated in a Participating Addendum that is made a part of the contract. The contractor may adjust the contract pricing accordingly for purchases made by procuring agencies within the jurisdiction of the State. All such agreements may not affect the WSCA fee or the prices paid by the procuring agencies outside the jurisdiction of the WSCA State requesting the additional fee.

Interest Charges on Late Payments

Any payments contractor's make or causes to be made to State of Utah and/or WSCA after the due date as indicated on the invoice, shall accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full. The State's right to interest on late payments shall not preclude the State from exercising any of its other rights or remedies pursuant to this agreement or otherwise with regards to contractor failure to make timely remittances.

Proposed Offer Considered Firm

Responses to this RFP, including proposed prices, will be considered firm for one hundred and twenty (120) days after the proposal due date.

Cancellation of Procurement

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the State of Utah, Division of Purchasing and General Services and/or WSCA determines such action to be in the best interest of the State of Utah and/or WSCA.

Right to Waive

The evaluation committee reserves the right to waive minor irregularities. The evaluation committee also reserves the right to waive a mandatory requirement provided that all of the otherwise responsive proposals fail to meet the mandatory requirement and the failure to do so does not materially affect the procurement. This right is at the sole discretion of the evaluation committee.

Right to Accept All or Portion

The State of Utah reserves the right to accept all or a portion of an offeror's proposal.

Changes in Contractor Representation

The contractor must notify the Contract Manager of changes in the contractor's key administrative personnel, in advance and in writing. The State of Utah reserves the right to require a change in contractor representatives if the assigned representative(s) is not, in the opinion of the State of Utah's contract manager, meeting the needs adequately.

Estimated Annual Usage

This is a new contract for the State of Utah and WSCA. Therefore, annual usage data is not available. However, the following states: **Utah, Nevada, Colorado, New Mexico, Hawaii, Mississippi, Alaska, Minnesota, Louisiana, Connecticut, and Oklahoma**, have requested to be named in this RFP as a potential user of the resulting contracts. We anticipate that other states may sign on after the award process.

Master Agreement

Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated participating addendums specific to a state. Contractors will not be allowed to issue separate "service level agreements" with using agencies.

Order of Contract Precedence

The contract shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA") including any state specific Terms & Conditions included in this solicitation
2. WSCA Standard Terms & Conditions
3. The Solicitation, and
4. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the solicitation, or terms listed or referenced on the Contractor website, in the Contractor quotation/sales order, or in similar documents subsequently provided by the Contractor.

Section 2: Proposal Requirements and Information

Proposal Content and Format Requirements

Proposals must be detailed and concise. Each proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point by point response to the RFP requirements and scope of work.

RFP Revisions

Revisions, if any, and all written questions and the State's answers, will be posted on the BidSync website. Solicitation documents will not be mailed to prospective Offerors. Offerors must register (free of charge) as a vendor with BidSync in order to have access to the RFP and related documents. Offerors are responsible for ensuring that their registration information is current and correct. The State of Utah accepts no responsibility for missing or incorrect information contained in the supplier's registration information on BidSync. The State of Utah accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to obtain the information provided through BidSync.

News Releases

News releases or other public disclosure of information pertaining to this RFP or the state cooperative contracts may not be published without a written request for permission by contractor to the State of Utah and approval granted by the State of Utah.

Minimum Requirements

This section contains the minimum requirements that must be met in order to be considered for the evaluation phase. All of the items described in this section are non-negotiable. All Offerors must state willingness and demonstrate ability to satisfy these requirements in the proposal submitted for consideration.

a. Minimum Experience

Contractor must have been in business for a minimum of three years providing background screening services on a nationwide basis, and must demonstrate that they have specific public sector experience.

b. Licensing Requirements

Contractors must be in full compliance with the Fair Credit Reporting Act (FCRA). Research staff must have and maintain credentials and/or licenses required by FCRA.

Research staff must have and maintain credentials and/or licenses as required by any participating entity. For example, the State of Utah and Nevada require that firms which conduct background screening services be licensed as private investigators (PI Agencies).

c. Good Standing

The Offerors must be in good standing with trade associations, certification boards, or other regulatory agencies. Provide current license and certifications. Disclosure of any alleged issues, investigations, and/or citations is required.

Provide information regarding on-going or past bankruptcies or reorganizations within the last five (5) years with your proposal submission.

d. Professional Membership

Offeror must provide details regarding membership in professional organizations, such as the National Association of Professional Background Screeners (NAPBS), and provide details as to the benefit of these organizations.

e. Insurance Requirement

This requirement pertains to the State of Utah and WSCA insurance requirements, unless other participating states negotiate insurance requirements during the participating addendum process.

Contractor shall procure and maintain at its own expense insurance for any liability arising as a result of the Contractor's, including at any tier, the Contractor's subcontractors, sub-consultants, agents, employees and those for whom the Contractor is liable, acts or omissions in connection with this Contract which shall protect the contractor, and protect the State and/or end users (as applicable) as additional insureds. Each of the Contractor's insurance policies shall include an endorsement that names the State of Utah and its officers, and employees and/or end users as additional insureds, and the policy shall provide the State of Utah and WSCA and its officers and employees with primary coverage (not contributing coverage) for any liability arising as a result of the Contractor's acts or omissions in connection with this Contract. The Contractor is not required, however, to obtain an "additional insured" endorsement for any Workers' Compensation insurance policy. Contractor shall provide at least the following coverage and any others necessary to provide protection against any claims including those for bodily injury, property damage, personal injury, professional liability and claims covered by the indemnification obligations set forth herein:

- 1) Workers' Compensation Insurance in at least the minimum statutory amounts.
- 2) Commercial General Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 3) Automobile Insurance: If the Contractor's services involve transporting any clients or goods for the State, the Contractor shall maintain a policy of automobile liability insurance covering property damage, personal injury protection, and liability for the vehicles used by the Contractor (including owned, hired and non-owned vehicles).
- 4) Professional Liability Insurance: If the Contractor employs doctors, dentists, social workers, mental health therapists or other professionals (including, at any tier, the Contractor's subcontractors, sub-consultants, agents, employees and those for whom the Contractor is liable) to provide services under this Contract, the Contractor shall maintain a policy of professional liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. This professional liability insurance shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Contract by the Contractor, and at any tier, the Contractor's

subcontractors, sub-consultants, agents, employees and those for whom the Contractor is liable.

If any insurance coverage obtained by the Contractor is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to three (3) years beyond the date that this Contract is terminated.

Contractor shall procure and maintain insurance which shall protect the contractor and The State and/or end user (as an additional insured) from any claims from bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein. Contractor shall procure and maintain the insurance policies described below at the their own expense and shall furnish to the procurement manager an insurance certificate listing The State of Utah as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the authorized dealer to include contractual liability coverage applicable to this contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to The State of Utah.

- 1) Workers' Compensation Insurance – The contractor must comply with State of Utah requirements and provide a certificate of insurance.
- 2) Commercial General Liability Policy per occurrence - \$1,000,000. Coverage to include bodily injury and property damage combined single limit.

Other participating states may have insurance requirements that will be addressed in their specific participating addendums.

f. Customer Service

The contractor shall provide a website dedicated to any participating state that includes, but is not limited to, services, pricing, technical specifications, online ordering, and payment capability.

The contractor shall provide a dedicated customer service representative(s). The representative shall be available to respond to all end user inquiries within one business day. The representative shall be available to resolve any customer service issues.

The representative shall be available to conduct annual meetings, at a minimum, with contract manager to discuss performance and customer service related issues. The representative shall be responsible to conduct and/or coordinate sales meetings, training sessions, and product demonstrations if required.

g. Retention Schedule

All records that document the provision of a record to a State or Using Agency (not the actual background check record itself) must be maintained by the contractor and available in electronic format for access by the States, at no additional charge, for a period of four (4) years from the provision of the record for purposes of auditing performance and payment.

h. Multi-Accounts Within a Participating Entity

Participating entities will have different departments utilizing the services provided by contractor(s). Therefore, contractor(s) must be able to process separate individual accounts and unique users within one participating entity.

i. Third Party Payments

A participating entity may order specific background checks, but require payment by a third party. For example, a higher education institution may require a specific background screen on a student and require the student to pay for the screening. Contractor must have a method in place to accept payment by a third party.

j. Payment Types

Contractor must be set-up to accept mailed and electronic payments/P-Cards.

k. Monthly Service and Set-up Fees

The State of Utah and WSCA will not pay a setup fee or monthly service fee to use your services.

Section 3: Experience and Capability

Please provide a point by point response to each of the following questions:

Vendor Profile

Provide the following information specific to your company:

- a. Your company's full name
- b. Primary business address
- c. Describe your company ownership structure
- d. Employee size (number of employees)
- e. Website
- f. Sales contact information
- g. Your client retention rate during the past 3 years
- h. A brief history of your company and the year it was founded
- i. Provide three current account references for which your company provides similar BSVS for private, state and/or large local government clients (preferably government/public entities). **Offerors are required to submit Attachment C - Reference Form, for business references. The business providing the reference must submit the Reference Form directly to the State of Utah, Division of Purchasing.** It is the offeror's responsibility to ensure that completed forms are received by the State of Utah Division of Purchasing on or before the proposal submission deadline for inclusion in the evaluation process. Business references not received, or not complete, may adversely affect the offeror's score in the evaluation process. The Purchasing Division reserves the right to contact any or all business references for validation of information submitted.
- j. Describe your company's growth during the past three years.
- k. Provide details regarding the number of background screenings per month, with error rate.
- l. What policies and procedures does your company have in place to audit employment screening searches for regulatory compliance and accuracy?
- m. Describe your process for training new employees before they commence work on background checks.

Implementation/On-Boarding

- a. Describe your program implementation process, including key steps involved

and a timeline of these steps.

- b. Describe the training and educational resources you provide to your clients prior to startup of a screening program. Describe post-implementation training as well.
- c. Please outline your proposed account management team, including its location, functional role and tenure with your company.

Customer Service

- a. What are your hours of operation and when are key account people available to us?
- b. Describe how problem identification and resolution will be handled.
- c. How will you service our account? Describe the system you will use to manage our account.
- d. Describe the tools that you provide to answer common questions your clients may have about BSVS.
- e. How do you respond to customer complaints and service issues? How do you handle client escalations?
- f. How do you assess customer satisfaction?
- g. Once a record has been requested and received, if the requestor wants to re-access the electronic record, how long are they available? What is the process to re-access electronic search records? Are previously received records available to requestor after termination of contract?

Technology

- a. Describe your online system that the State of Utah and WSCA would use to place orders and receive results? Include all method of order submission.
- b. Do you have on-line forms with customization capability? Provide copies of any required forms.
- c. Describe your user interface.
- d. Describe your ability and process to support a decentralized system of orders submitted from multiple states and locations.
- e. Describe how your employees are granted access to sensitive customer data. (Explain how you manage access rights / who has access to data both

with customer and within your credit reporting agency.)

- f. Provide a description of your online ordering and retrieval process. Include any demo codes, if these are available. Include details for both the initial order and access to data at a later date.
- g. Describe any technical features that you've created to provide greater efficiency to a client.
- h. Please list any technology or software requirements needed to use your system (i.e., browser versions, etc.).
- i. What are your business hours for submitting requests on-line? When are results available for retrieval?
- j. What notifications do you provide throughout the background screening process? Do you provide notification if a search result is delayed and if so provide details?
- k. Does your company provide batch ordering services? If so, please provide description.

Compliance

- a. Describe your measures to ensure legal compliance pertaining to employment screening (i.e. FCRA, EEOC, FLSA, ADA, etc.).
- b. Do you offer adverse action letter fulfillment / solutions to clients? If yes, please describe the available resources and procedures.
- c. What is your company's process for resolving consumer disputes? Please include descriptions of dispute documentation, document storage and retrieval, timeliness, internal resources, and any other applicable details.
- d. How will your company assist our organization in staying abreast of legal requirements on the federal and state levels?
- e. Does your organization provide guidance or subject-matter expertise in the form of a compliance professional, in-house counsel, etc.
- f. Quality Assurance, what are your measures and how are they handled in organization.
- g. Provide a synopsis of any compliance complaints and/or compliance investigations.

Data Security

- a.** Please provide a copy of your security policy as an attachment to proposal response.
- b.** Describe your system, physical site, and personnel security policies.
- c.** Explain your password policy and procedures.
- d.** What measures do you take to protect sensitive consumer information?
- e.** What are your policies regarding the proper maintenance and disposal of personally identifiable information?
- f.** Explain your retention and disposal policy.
- h.** Please describe your data recovery/backup system.
- i.** Provide a log of system breaches, including dates, size of breach, stolen data content, outcome, and remedy. If a breach in data security occurs, a notice to the contract manager and all customers covered under this contract must be made within 6 business hours.
- j.** Describe your approach to data security, and staying pro-active in data security efforts.

Section 4: Detailed Scope of Work

Screening Services

- a.** Contractor must agree to discuss each case with the using agency and provide a cost estimate as requested. Using agency may put a dollar limit on the case.
- b.** What is your procedure for rush background screening services?
- c.** Does your company charge for unsuccessful search or contact?
- d.** What recourse is there when contractor provides bad or mis-information?
- e.** What sources of information are searched? Describe each service you provide and how you go about obtaining that information, in as much detail as possible, per the following BSVS list.

Section 4 – Detailed Scope of Work

Background Screening and Verification Service (BSVS) List:

Following is a list of background screens and verifications required as a minimum. This list of services and any resultant contracts are not intended to be all-inclusive. The State of Utah and WSCA may request other similar services not included in the Master Agreement. As the industry changes or new BSVS are made available, the State of Utah and WSCA reserves the right to change or add those BSVS to the contract. Fees for these additional services are to be priced consistent with the pricing structure established in the Master Agreement. These additional services will be negotiated and added to the Master Agreement.

Under each of the following BSVS requirements, provide a point by point response to each question and provide in detail other pertinent information related to the specific BSVS:

1. Multi-Jurisdictional (local, national, international) Criminal History Record Checks:

BSVS should include conviction records only and should not include criminal charges that have not resulted in a conviction.

Are local, national and international three separate checks or lumped together? If lumped together, is there a price differential to separate out each check?

What is included in the BSVS search report?

Regarding international BSVS, how do you handle countries that require special information or do not provide adequate information to make it worth a BSVS? Contractor must inform customer if in their professional opinion, the BSVS would not produce results due to lack of information available from the specific country.

What is the average turnaround time to complete BSVS?

What information is typically required from customer to complete the BSVS?

How is a court record searched? Please note, if the court charges a processing fee, you may not mark-up the fee. It is to be a direct reimbursement from customer or included in the cost of the BSVS.

How long are convictions shown on records?

How do you do background screens in states that don't contribute to the multi-state criminal database or is it even possible? Please list each state and BSVS method to be used per state.

If contractor only performs an electronic data base search and does not get a hit, do you

have other methods to complete a search?

If there are multiple hits, do you pursue all hits or do we need to request this and do we pay separately for each verification type?

2. Sex Offender Registry Checks

Is this type of search always included in vendor's Criminal History Check?

Database searches must be national at a minimum, and may include statewide, and local.

If State's do not participate in national database, how do you obtain information?

What is the average turnaround time to complete BSVS?

What information is required from customer to complete the BSVS?

What information is included in BSVS report?

3. County Criminal Search

Is a county criminal search always included in the Criminal History Check?

What records do you search?

What is the scope of the search in number of years, etc.?

What is the average turnaround time to complete BSVS?

What information is included in BSVS report?

4. County Civil Record Searches

Is a County Civil Record search always included in the Criminal History Check?

What information is required to complete BSVS?

What records do you search?

What is the scope of the search in number of years, etc.?

What is the average turnaround time to complete BSVS?

What information is included in BSVS report?

5. Social Security Number and Citizenship Verification

What information is required to complete BSVS?

What records do you search?

What is the average turnaround time to complete BSVS?

What is included in the BSVS report?

It will be a requirement of the contract that contractor use E-verify through Homeland Security and Social Security Administration.

6. Driving Records (Motor Vehicle Records)

What information is required to complete BSVS?

What records do you search?

What is included in the BSVS report?

How do you verify a DOB?

What is the average turnaround time to complete BSVS?

7. Credit Reports

What information is required to complete BSVS?

What records do you search?

What approach do you take to ensure integrity of social security and address information?

What is the scope of the search in number of years, etc.?

What is the average turnaround time to complete BSVS?

What information is included in BSVS report?

8. Professional License Verification

What information is required to complete BSVS?

What records do you search?

What is the scope of the search in number of years, etc.?

What is the average turnaround time to complete BSVS?

What information is included in BSVS report?

9. Education Verification

What information is required to complete BSVS?

What records do you search? Is the highest degree only verified, or all degrees earned? Do services include verification of high school diploma and GED?

What is the scope of the search in number of years, etc.?

What is the average turnaround time to complete BSVS?

What information is included in BSVS report? Does report include attendance, major, degree (highest earned), dates, GPA, and any honors?

10. Employment History & Verifications

What information is required to complete BSVS?

What records do you search?

Do you have direct contact with supervisor/HR or do you rely solely on employment verification service?

Does BSVS include a reference-check service asking questions such as: was employee honest; does employee work well with others; etc.?

What is the scope of the search in number of years, etc.?

What is included in the BSVS report?

Is employment record reviewed for gaps and inconsistencies on the application and employer statements?

What is the average turnaround time to complete BSVS?

11. DOT (Transportation) Employment Verification

What information is required to complete BSVS?

What records do you search?

What is the scope of the search in number of years, etc.?

What is included in the BSVS report?

What is the average turnaround time to complete BSVS?

12. Reference Checks

What information is required to complete the reference check?

What is your process to complete a reference check? Do you check personal and/or professional references?

Do you perform on-site or telephone interviews or do you mail out questionnaires?

What is the scope of the reference check?

What is included in the report?

What is the average turnaround time to complete?

13. Sanction Screenings

(General Services Administration Excluded Parties List System (EPLS), and the Office of the Inspector General (OIG) List of Excluded Individuals/Entities (LEIE))

What information is required to complete BSVS?

What records do you search?

What is the scope of the search in number of years, etc.?

What is included in the BSVS report?

What is the average turnaround time to complete BSVS?

Are BSVS in compliance with the Fraud and Abuse Control Information System (FACIS)?

14. Military Records

What information is required to complete BSVS?

What records do you search?

What is the scope of the search in number of years, etc.?

What is included in the BSVS report?

What is the average turnaround time to complete BSVS?

Clearly indicate experience and success rate in obtaining military records.

15. U.S. Treasury, Office of Foreign Assets Control (OFAC), list of Specially Designated Nationals (SDN)

What information is required to complete BSVS?

What records do you search?

How do you verify search information matches individual?

What is the scope of the search in number of years, etc.?

What is included in the BSVS report? At a minimum, report is to include reason why they are there.

What is the average turnaround time to complete BSVS?

16. Skip Trace Reports

What information is required to complete BSVS?

What records do you search?

How do you verify search information matches individual?

What is the scope of the search in number of years, etc.?

What is included in the BSVS report?

What is the average turnaround time to complete BSVS?

17. Other Screening Services Offered

Additional screening/verification services may be offered. Please provide details regarding each additional service.

Section 5: Evaluation Criteria

Proposals will be evaluated against the following proposal evaluation criteria, listed in relative order of importance:

- a. Cost
- b. Demonstrated Ability to Meet Scope of Work
- c. Demonstrated Experience and Capabilities
- d. Expertise of Key Personnel
- e. References

Evaluation Process

In the initial phase of the evaluation process, the proposal evaluation committee will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

- | | |
|--|------------------|
| 1. Meets Minimum Qualifications | Pass/Fail |
| 2. Meets Minimum Requirements | Pass/Fail |

Phase 1: Technical Proposal Evaluation

Acceptable and potentially acceptable proposals will be evaluated against the proposal evaluation criteria.

1. Technical Evaluation	70 Points
<u>Evaluation Criteria</u>	<u>Points</u>
Ability to Meet Scope of Work:	30 pts
Experience and Capabilities:	25 pts
Expertise of Key Personnel	10 pts
References:	5 pts

Note: Offerors that achieve 75% of the total technical score (52.50 points) will proceed to the Phase 2 Cost Proposal Evaluation. Offerors with a score of less than the minimum required technical score will be deemed unacceptable and ineligible for further consideration.

Phase 2: Cost Proposal Evaluation

Firms successful in the technical evaluation will advance to phase 2 Cost Proposal Evaluation as follows:

Evaluation Criteria

Points

1. **Cost**

30 Points

Evaluation of Cost Proposals: The offeror with the lowest rates will receive the maximum 30 points. All other offerors will receive points as determined by the ratio* of their rates to the lowest rates. Final price scores will be calculated based on the following:

*Ratio Calculation: Points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An Offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: $\text{Cost Points} \times (2 - \frac{\text{Proposed Price}}{\text{Lowest Proposed Price}})$.

During the proposal evaluation process, informal discussion(s) may be conducted with offerors for the purpose of clarification(s); however, proposals may be evaluated without such discussion(s).

Section 6: Cost Proposal

Cost proposals will be evaluated independent of the technical evaluation. Cost proposals must be submitted to the State of Utah as a separate document to your proposal response uploaded in BidSync. If submitting proposal in hardcopy, Cost Proposal shall be submitted as a separate sealed package and clearly marked: "Cost Proposal in Response to RFP #NO11002. Do not embed cost proposal in the technical proposal response.

Offeror shall provide detailed prices for all costs associated with the responsibilities and related services, per Attachment B.

Please note: The State of Utah and WSCA will not pay a mark-up on court fees (charges for documents). These fees are to be billed as a direct reimbursement.

Attachment A – Standard Contract Terms and Conditions

Western States Contracting Alliance

PARTICIPANTS: The Western States Contracting Alliance (herein WSCA) is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Other states and their political subdivisions are also eligible to participate in WSCA contracts. Obligations under this contract are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

QUALITY ESTIMATES: WSCA does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for the purposes of submitting proposals only and are not to be construed as a guarantee to purchase any amount.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by offeror, otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the RFP states "No substitute". Proposals will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF PROPOSALS: WSCA reserves the right to accept or reject any or all proposals or parts of proposals, and to waive informalities therein.

SAMPLES: Generally, when required, samples will be specifically requested in the Request for Proposals. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at a offeror's request, transportation collect.

CASH DISCOUNT TERMS: Offeror may quote a cash discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

TAXES: Proposal prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals no proposal may be modified or withdrawn, unless done in response to a request for a "Best and Final Offer" from WSCA.

PATENTS, COPYRIGHTS, ETC.: The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

AWARD: WSCA may award multiple contracts as the result of this solicitation. Awards shall be made to the responsible offeror(s) whose proposal is determined to be the most advantageous to WSCA, taking into consideration price and the other evaluation factors set forth in the RFP.

NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies,

equipment or services described in the Request for Proposal, designed to limit independent bidding or competition.

CANCELLATION: Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

DEFAULT AND REMEDIES: Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend contractor from receiving future proposal solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow; the special terms and conditions shall govern.

REPORTS: The contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each agency.

HOLD HARMLESS: The contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW: This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of an Participating Addendum shall be in the Purchasing Entity's State.

DELIVERY: The prices offered shall be the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

WARRANTY: As used herein "Buyer" refers to any Participating State agency or political subdivision. The contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be

suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the Buyer has relied on the contractor's skill or judgment to consider.

AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

NONDISCRIMINATION: The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

PAYMENT: Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card".

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION: The contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening. Prices must remain firm for the full term of the contract.

EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: WSCA is not liable for any costs incurred by the offeror in proposal preparation.

CONFLICT OF INTEREST: The contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the Participating States shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA.

RECORDS ADMINISTRATION: The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

AUDIT OF RECORDS: The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

ENTITY PARTICIPATION: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

Revision date: June 2010