



IMMEDIATE PUBLIC RELEASE

REQUEST FOR PROPOSAL • BACKGROUND CHECK AND DRUG SCREENING SERVICES • SCHOOL YEAR

2018-2021

RFP# EDCTN-18-028

To Whom It May Concern:

Salt River Schools, a division of the Salt River Pima-Maricopa Indian Community (SRPMIC) is accepting proposals for background check and drug screening services. Prospective vendors are required to review and abide by all terms of the RFP. Prospective vendors should be able to demonstrate the ability to efficiently and effectively perform the requested scope of work. Though cost is important, it is not the sole factor in awarding the contract.

Request for Proposal (RFP) Purpose

SRPMIC Education Division is conducting a RFP to remain in compliance with SRPMIC procurement policies, and policies related to educational operations. The contract duration will be three (3) years. Prospective Background Check and Drug Screening vendors must be able to perform the following scope of work.

- *Pre-employment Drug & Background Screenings*
- *Drug & Background screenings for volunteers, contractors, & partners.*
- *5-year employment background screen*
- *Off-site and on-site Urine Drug Analysis*
- *60-month Motor Vehicle Report*

TIMELINE

DESCRIPTION	DATE
Salt River Schools distributes RFP	May 4, 2018
Deadline for Questions regarding RFP	May 11, 2018 @ 5 pm
Distribution of Response to Questions	May 17, 2018 @ 5 pm
Proposal Submission Deadline	May 24, 2018 @ 5 pm
Contract Award Date	June 22, 2018
Project Timeline	July 1, 2018 – June 30, 2021

Thank you for your timely consideration of this project.

Salt River Schools
Salt River Pima-Maricopa Indian Community
10005 E Osborn Rd., Scottsdale, AZ 85256
Purchasing-Bids@srpmic-nsn.gov

SUMMARY

Salt River Schools, a division of the Salt River Pima-Maricopa Indian Community (SRPMIC) is accepting proposals for background check and drug screening services. All RFP responses will be considered. Prospective vendors are required to review and abide by all terms of the RFP. Prospective vendors should be able to demonstrate the ability to efficiently and effectively perform the requested scope of work. Though cost is important, it is not the sole factor in awarding the contract. Applicant vendors must be professionals in the field with an established business specializing in background checks and drug screening services. Applicant vendors must have at least three (3) years of experience in background check and drug screening services and provide the following:

- *Pre-employment Drug & Background Screenings*
- *Drug & Background screenings for volunteers, contractors, & partners.*
- *5-year employment background screen*
- *Off-site and on-site Urine Drug Analysis*
- *60-month Motor Vehicle Report*

Salt River Schools consists of four campuses and a central office: Early Childhood Education Center (infant through 5 years old), Salt River Elementary School (K-6), Salt River High School (7-12) and the Accelerated Learning Academy (7-12). All schools are located in the Salt River Pima-Maricopa Indian Community. Salt River Schools also contains a variety of departments that support the schools. The staff population are as follows.

Employees by Site/ Department

- Early Childhood Education Center ("ECEC") - 102
- Salt River Elementary School ("SRES") - 86
- Salt River High School ("SRHS") - 56
- Accelerated Learning Academy ("ALA")/ GED/Adult ED - 17
- Tribal Library - 4
- School & Community Relations - 9
- Food Service - 10
- Curriculum and Instruction/ESS/ Child Find - 31
- Education Administration -45
- Information Technology - 9
- Human Resources - 3
- Business Services - 7
- Higher Education – 7
- Transportation - 6

Employees by Classification

- Salaried Employees includes certified staff – 143
- Hourly Employees – 202
- Temporary Employees – 40
- Vacant Positions – 56

SCOPE OF WORK OVERVIEW

Full-service background check for volunteer, contractor, partners, pre-employment, 5-year background check, random drug testing, reasonable suspicion drug/alcohol testing, and 60 month Motor Vehicle record search.

I. Drug Testing

- a. Random Drug Testing: SRPMIC on-site, random testing to be performed as requested by Human Resources. Specific number of employees tested will be determined by Human Resources. The specific number of days of testing required for the number of employees to be tested shall be determined in cooperation with the Human Resources Department Contract Administrator.
- b. Contractor On-site Testing: Contractor will provide 24-hour testing to accommodate employees who work variable shifts.
- c. Contractor Pre- Employment Drug Testing: Contractor shall provide testing at the Contractor's site during standard working hours, Monday through Friday, from 8:00 a.m. through 5:00 p.m. for employment candidate drug testing.

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- d. Post-Accident and Reasonable Suspicion Drug Testing: Contractor shall provide Post-Accident Drug Testing and Reasonable Suspicion at the Education Division work site upon request. Alternatively, the Education Division may transport an employee to Contractor's site as appropriate.
 - e. Drug Testing Panel: Shall be specified by the Education Division including, but not limited to:
 - o Federal or SAMHSA Regulated 5 Panel
 - o Bus Driver 10 Panel
 - o Substance Abuse 5 Panel
 - o Rapid Drug Test
 - o Substance Abuse 6 Panel
 - o Substance Abuse 8 Panel
 - o Substance Abuse 9 Panel
 - o Substance Abuse 10 Panel
 - o Medical Officer for non-Regulated Panel included with test
 - o Medical Review Officer for SAMHSA Panel included with test
 - o For-cause or Post Accident Collect Fees included with test
 - o Breath Alcohol, Including Confirmation
 - o Laboratory Confirmation Test for Positives included with test
 - f. Supervisory Training: Contractor to provide Supervisory Training regarding how to identify potential substance abuse, and how to respond when potential substance abuse is identified on the Education Division sites upon request.
 - g. Random Selection Program: Contractor to provide a Random Selection Program upon request of the Education Division. It is understood that the Education Division is seeking to assure testing of one hundred percent (100%) of employees in each twelve (12) month cycle.
- II. Background Checks
- a. Background Checks are conducted on all potential new hires by Contractor upon request of the Education Division. The Scope of the background check will be variable depending upon the position being filled. The Education Division will stipulate the scope of the background check for each request. Potential scope includes, but is not limited to:
 - o Social Security Trace
 - o 60-month Motor Vehicle Report Arizona Statewide Criminal Check
 - o Maricopa County/ Arizona Warrants Check
 - o Sex Offender Search
 - o Education Verification
 - o Professional License verification
 - o County Criminal Check (Out of State)
 - o Tribal Court Check
- III. Responsiveness
- a. Contractor assures turnaround times on the fee schedule. Failure to comply with turnaround times on the fee schedule shall result in forfeiture of payment for the services for that candidate/ employee, except when turnaround time is exceeded due to the acts of third parties outside of Contractor's direct control or supervision.
- IV. Materials and Staffing
- a. Contractor shall provide all staff, materials, equipment, technology, furniture and equipment for background testing efforts.
 - b. Contractor shall provide all staff, testing supplies and materials for all drug testing.
- V. Reporting
- a. Contractor shall provide management reports in the format and manner requested by Education Division. Reports shall provide:
 - o Detailed information by volunteer / contractor / partner / candidate / employee.
 - o Detailed information by background / drug test type including costs and summary findings.
 - o Trend information over time of test types, costs, etc.
 - b. Contractor shall provide candidate / employee specific reports in hardcopy, imaged or data format as agreed upon with Education Division Human Resources Office. In any case, transaction details shall be provided in at least Microsoft Excel format.
- VI. Contract Administrators
- a. Contractor shall provide a contract administrator name, address and phone number. Contract Administrator shall be responsible for troubleshooting, resolving invoice discrepancies, expediting, and all other customer service issues for the Education Division.

PROPOSAL REQUIREMENTS

Written Proposals will be prepared by applicant firms. The written proposals should be limited to no more than 5 pages, including exhibits; and it should address very specifically the qualifications of the team that you propose to service the SRPMIC Education Division.

Proposals should be prepared as succinctly as possible and provide a straightforward, concise description of the vendor's capabilities to address the requirements of this RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures and tables should be numbered and clearly labeled. The proposal should be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:

- Letter of Transmittal
 - Identify the primary organization responding to the RFP;
 - Identify the name, title, telephone number and email address of the primary and secondary contact persons for any follow-up questions or information requests;
 - Identify the name, title and email address of the person authorized to contractually obligate the organization;
 - Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
 - Identify the name and address of the corporate headquarters of the parent company, if any;
 - Acknowledge receipt of any and all amendments to the RFP;
 - Be electronically signed by the person authorized to contractually obligate the organization; and
 - Include a statement that vendor's proposal to the RFP, including proposal prices, will be considered firm for 180 days after the date of receipt of the proposal.
- Executive Summary including Company Background
- Background Check Services
 - Physical address and business hours of the facility where background check services are conducted;
 - Ability to address the background check services requested in the Scope of Work section of this proposal;
 - The character, integrity, reputation and experience of the firm and any subcontractors to be used;
 - The proposed approach including data sources, turnaround time, secure on-online results access, and management statistical reporting capabilities;
 - Describe secure on-line services that are offered which provide a quick response to background check requests;
 - Describe your normal turnaround times for each of the services requested;
 - Processes used to assure data security and confidentiality is maintained;
 - Describe what differentiates your background check services from other vendors;
 - Describe any additional background check services that your firm is able to provide.
- Drug Testing Services
 - Physical address and business hours of the facility where drug testing services are conducted;
 - Ability to address the drug testing services requested in the Scope of Work section of this proposal;
 - The character, integrity, reputation and experience of the firm and any subcontractors to be used;
 - Describe the certification and/or professional degrees of the employees who will conduct the drug testing;
 - Describe the certification and licensure of the lab used for urine testing;
 - Describe the procedure and tools used for alcohol content testing;
 - Describe the procedure to respond to an emergency such as an accident involving drugs and / or alcohol;
 - The proposed methodology for both on-site and off-site drug testing, for results report generation and communication, and management statistical reporting capabilities including copies of instructions to individuals being tested, individual candidate report format example/s, and management report examples.
- Price Proposal/ Fee Schedule Agreement
- Client References
 - Name of Firm
 - Contact & Title
 - Address
 - Telephone

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- Contact email address
- Summary of Project and Services
- Project Cost

SELECTION CRITERIA

RFP Written Evaluation Criteria	Max Points = 100 pts.
<ul style="list-style-type: none"> • Letter of Transmittal 	3
<ul style="list-style-type: none"> • Executive Summary including Company Background 	3
<ul style="list-style-type: none"> • Background Services 	
<ul style="list-style-type: none"> ○ Physical address and business hours of the facility where background check services are conducted; 	1
<ul style="list-style-type: none"> ○ Ability to address the background check services requested in the Scope of Work section of this proposal; 	10
<ul style="list-style-type: none"> ○ The proposed approach including data sources, secure on-online results access, and management statistical reporting capabilities; 	10
<ul style="list-style-type: none"> ○ Describe secure on-line services that are offered which provide a quick response to background check requests; 	10
<ul style="list-style-type: none"> ○ Describe your normal turnaround times for each of the services requested; 	10
<ul style="list-style-type: none"> ○ Processes used to assure data security and confidentiality is maintained; 	5
<ul style="list-style-type: none"> ○ Describe what differentiates your background check services from other vendors; 	2
<ul style="list-style-type: none"> ○ Describe any additional background check services that your firm is able to provide. 	1
<ul style="list-style-type: none"> • Drug Testing Services 	
<ul style="list-style-type: none"> ○ Physical address and business hours of the facility where drug testing services are conducted; 	1
<ul style="list-style-type: none"> ○ Ability to address the drug testing services requested in the Scope of Work section of this proposal; 	10
<ul style="list-style-type: none"> ○ Describe the certification and/or professional degrees of the employees who will conduct the drug testing; 	7
<ul style="list-style-type: none"> ○ Describe the procedure and tools used for alcohol content testing; 	8
<ul style="list-style-type: none"> ○ Describe the procedure to respond to an emergency such as an accident involving drugs and / or alcohol; 	5
<ul style="list-style-type: none"> ○ The proposed methodology for both on-site and off-site drug testing, for results report generation and communication, and management statistical reporting capabilities including copies of instructions to individuals being tested, individual candidate report format example/s, and management report examples. 	9
<ul style="list-style-type: none"> • Response to the following questions: 	
<ul style="list-style-type: none"> ○ Which School Districts have you provided Drug & Background Screenings for? Include Type and Size 	1
<ul style="list-style-type: none"> ○ How do you ensure quality Customer Service? What services do you offer to clients? 	1
<ul style="list-style-type: none"> ○ Can your Background Check System integrate with PeopleSoft HRMS, Frontline, or any other Human Resources Information System (HRIS)? If so, which one(s)? 	1

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○ Which Native American Community and/or Native American Schools have you provided Drug & Background Screenings for in the United States?	1
○ Is your professional liability insurance coverage adequate for this project?	Pass/Fail
○ In the last five years, has your firm or any partner or employee been a defendant in a lawsuit in the state of Arizona (or any other State) related to professional services or conduct; ethics violations; procedural actions by the state of Arizona or any related situation, such as consent decrees, settlements, injunctions and the like? Please describe.	Pass/Fail
○ Does your firm or any of its partners or employees provide services to any affiliate of the SRPMIC Education Division including the SRPMIC and its enterprises? Please describe.	1
Total Available Points	100

CLARIFICATION

Please send questions in writing via email to the contact below. All questions and answers will be distributed via email to all known responding firms.

SRPMIC Purchasing Department
purchasing-bids@srpmic-nsn.gov

PROPOSAL SUBMISSION

Submit an electronic PDF copy of your complete proposal to: purchasing-bids@srpmic-nsn.gov

Failure to follow the guidelines in the letter may result in the exclusion of your firm from consideration.

SPECIAL TERMS AND CONDITIONS

Each respondent, by submission of a proposal, assents to every item within this section.

- A. The SRPMIC Education Division reserves the right to amend these requirements, accept or reject any or all proposals, to consider the competency and responsibility of all proposers, to use any information determined necessary to establish the ability of any proposer to perform all conditions required and intended by this specification. The SRPMIC Education Division is not bound to accept the lowest total bid.
- B. The SRPMIC Education Division reserves the right to immediately cancel the whole or any part of the contract due to failure of the proposer to carry out any specification term or condition of the contract. The SRPMIC Education Division will issue a written notice of cancellation to the successful proposer for acting or failing to act as in the following:
 - a. The successful proposer fails to perform adequately the services required in the specifications.
 - b. The successful proposer fails to furnish the required product within the time stipulated in the specifications.
 - c. The successful proposer fails to make progress in the performance of the requirements and/or gives the SRPMIC Education Division positive indication that the proposer will not or cannot perform to the requirements in the specifications proposal.
 - d. If the SRPMIC Education Division cancels the contract pursuant to this clause, the SRPMIC Education Division reserves all rights or claims to damage for breach of contract.
- C. These attachments must be completed and returned with the bid.

- Appendix A - Disclosure Statement,
- Appendix B - Non-Disclosure Agreement (NDA),
- Appendix C – Designation of Professional Services Sub-consultants,
- Appendix D – Demonstration of Application of Native American Preference for Sub-consultants, -

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Appendix E– Preferred Vendor List of Community Member-Owned Businesses

Appendix F – Non-Collusive Affidavit (requires Notary)

- D. The SRPMIC Education Division reserves the right to terminate the contract, at any time, for the convenience of the SRPMIC Education Division, without penalty or recourse, by giving written notice to successful proposer at least thirty (30) days prior to the effective date of such termination. The successful proposer shall be entitled to receive just and equitable compensation for that work completed before the effective date of any termination. At any time prior to the due date and time, the proposer may withdraw their offer by written letter or email.
- E. The successful proposer shall establish and maintain procedures and controls that are acceptable to the SRPMIC Education Division for the purpose of assuring that no information contained in its records or obtained from the SRPMIC Education Division or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers or employees, except as required to efficiently perform duties under the contract. Persons requesting information shall be referred to the SRPMIC Education Division.

The SRPMIC Education Division appreciates the time and effort that this process takes. Your understanding and your efforts to keep this process as simple as possible will be appreciated. This is a very important decision for the SRPMIC Education Division to make and your cooperation will facilitate the process.

APPENDIX A - DISCLOSURE STATEMENT

Proposer must disclose any possible conflict of interest with the SRPMIC Education Division, including, but not limited to, any relationship with any Salt River Pima-Maricopa Indian Community Education Division employees, Education Division affiliates, or any Education Board Member. Your response must disclose if a known relationship exists between any principle of your firm and any SRPMIC Education Division employee. If to your knowledge no relationship exists, this should be stated in your response. Failure to disclose such a relationship may result in contract cancellation.

_____ No Known Relationship Exists

_____ **Relationship Exists** (Please explain relationship):

Company Name

Authorized Signature

Date

Print Name

Title

Failure to complete and return this form with your bid/bid will result in your response being disqualified.

APPENDIX B - NON-DISCLOSURE AGREEMENT (NDA)

In order to protect certain confidential and proprietary information which may be disclosed between them, The Salt River Pima-Maricopa Indian Community, a federally-recognized Indian Community and (vendor name) _____

_____ with offices at (vendor address) _____ identified below and also referred to as the parties agree that:

1. The Discloser of Confidential and Proprietary Information is: **Salt River Pima-Maricopa Indian Community, Education Division.**

The Recipient of Confidential and Proprietary Information is: (vendor name) _____

2. The parties' representatives for coordinating disclosure or receipt of Confidential and Proprietary Information are:

Vendor Name

Salt River Pima-Maricopa Indian Community,
Education Division

3. Recipient agrees that any information disclosed to it by the Community in connection with this Agreement shall be considered confidential and proprietary and the Vendor shall not disclose same to any third party and shall hold it in confidence and will not use it other than as permitted under this Agreement.
4. The terms of this Agreement shall be treated as confidential and proprietary by both parties hereto and shall be subject to the confidentiality provisions of this Agreement.
5. Recipient's obligations regarding Confidential and Proprietary Information received under this Agreement shall not expire and shall continue beyond any other agreement between the parties. Nothing in this Agreement shall require either party to divulge Confidential and Proprietary Information to the other party.
6. The parties hereby agree that Recipient shall (1) not disclose Confidential and Proprietary Information to any third party, (2) restrict dissemination of Confidential and Proprietary Information to only those employees of their entity who must be directly involved with Confidential and Proprietary Information, (3) use the same degree of care as for its own information of like importance, but at least use reasonable care in safeguarding against disclosure of Confidential and Proprietary Information of the other party, and (4) not use Confidential and Proprietary Information for any purpose without the prior written consent of the Discloser.
7. This Agreement imposes no obligation upon Recipient with respect to Confidential and Proprietary Information disclosed under this Agreement which (1) is explicitly approved for release by prior written authorization of Discloser, or (2) is known to Recipient prior to such disclosure as reasonably evidenced by records predating such disclosure.
8. Recipient agrees that all Confidential and Proprietary Information received is and will remain the property of Discloser and that it shall not be copied or reproduced without the express prior written permission of the Discloser, except for such copies as may be reasonably required in order to perform tasks for the benefit of the Discloser. After the tasks are completed, Recipient will return all the Confidential and Proprietary Information to Discloser along with all copies and /or derivatives made, including copies of portions of the Confidential and Proprietary Information
9. Recipient agrees it will not in any form export, re-export, resell, ship or divert or cause to be exported, re-exported, resold, shipped or diverted, directly or indirectly, any product or technical data or software furnished hereunder or the direct product of such technical data or software to any country for which the United States Government or any agency thereof at the time of export and re-export requires an export license or other governmental approval without first obtaining such license or approval.
10. Each Discloser warrants that it has the right to make the disclosure under this Agreement. Neither party acquires any licenses or other intellectual property rights of the other party under this Agreement. Nothing in this Agreement shall be understood as granting, expressly or by implication, any rights under patents, technical information, or know-how of the Discloser. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.

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- 11. This Agreement shall be governed by, and construed in accordance with the laws of the Salt River Pima-Maricopa Indian Community and can only be modified in a writing signed by both parties.
- 12. This agreement shall be effective upon the date of execution

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

APPENDIX C - DESIGNATION OF PROFESSIONAL SERVICES SUBCONSULTANTS

The respondent will hereinafter state the subconsultants who will be engaged with the respondent to the foregoing solicitation for each particular subdivision or specialty required for completion of the entire scope of work. Only those subdivisions or specialties amounting to five (5) percent or more of the total scope of work need be included. For each included specialty, state the firm name and registration number, if applicable. Also state the first name, last name and registration number of the professional registrant having full authority and responsible charge of the branch or firm listed. Provide the address, phone number and e-mail address of each firm or branch office with whom the respondent will engage. Where no subconsultant is listed for a particular phase of the work, it is understood that the respondent will perform the work. No changes or substitutions may be made in these subconsultants except upon the prior approval of the Salt River Pima - Maricopa Indian Community Schools. The undersigned certifies that the services of the following listed subconsultants were used in making up the bid, and that the subconsultants listed will be used for the work for which they proposed, subject to the approval of the Superintendent/ Director, and in accordance with the applicable provisions of the solicitation and any subsequent amendments.

SPECIALITY	SUBCONSULTANT	ADDRESS, PHONE, EMAIL & FIRM/BRANCH REGISTRATION NO.
1.		<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
2.		<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
3.		<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

Add additional pages as necessary.

APPENDIX D - NON-COLLUSIVE AFFIDAVIT

State of Arizona
County of Maricopa

I, _____, being first duly sworn, deposes and says that:
(Name of Affiant)

1. I am the _____ of _____
(Owner, Partner, Officer, Representative or Agent) (Name of Submitting Firm)

the Firm that has submitted the attached Offer and that I am authorized to make this affidavit on behalf of my firm, its owners, directors, and/or officers;

2. I am fully informed respecting the preparation and contents of the attached Offer and of all pertinent circumstances respecting such Offer;

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees, or parties of interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person, to submit a sham Offer or to induce any firm or person to refrain from submitting, or to secure any advantage against the Salt River Pima-Maricopa Indian Community or any person interested in the proposed contract, and that all statements in said Offer are true.

Project Name or Solicitation Number: **RFP# EDCTN-18-028**

Authorized Signature: _____

Printed Name and Title: _____

Company Name: _____

Acknowledgment

State of Arizona
County of Maricopa

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by
_____.

NOTARY PUBLIC

My Commission Expires: _____