



**Purchasing Consortium
Request for Proposal
RFP Number 205**

Background Screening Services

**This RFP is issued by Michigan State University
on behalf of the Big Ten Academic Alliance Purchasing Consortium (Consortium).**

Questions relating to this RFP will be directed to the Lead Buyer at:

Hatice Yalcindag, Strategic Contracts Manager
Michigan State University
University Procurement and Logistics
166 Service Rd.
East Lansing, MI 48824
Office: (517) 884-6157
Email: yalcinda@msu.edu

Copy to:

Cigdem Yelseli, Senior Purchasing Agent
Office: (517) 884-6147
Email: yelselic@msu.edu

Important Deadlines:

July 3, 2024	RFP Issuance Date
July 22, 2024	Proposer Memo of Interest Due (Exhibit K) – 3:00 pm EST
August 5, 2024	Proposer Written Questions Due – 3:00 pm EST
August 28, 2024	Response Date for Written Questions provided to all Proposers
September 13, 2024	Proposals Due – 3:00 pm EST
January 31, 2025	Anticipated Award Recommendation Date

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Section 1: Background

Headquartered in the Midwest, the Big Ten Academic Alliance is the nation's preeminent model for effective collaboration among research universities. For more than half a century, these world-class institutions have advanced their academic missions, generated unique opportunities for students and faculty, and served the common good by sharing expertise, leveraging campus resources, and collaborating on innovative programs. Governed and funded by the Provosts of the member universities, Big Ten Academic Alliance mandates are coordinated by a staff from its Champaign, Illinois headquarters.

The Big Ten Academic Alliance ("Consortium") is comprised of fourteen member institutions and one affiliate university. On August 2nd, 2024, four more schools will join as full members of the Consortium. These institutions and their affiliates will be added to the List of Participants in Attachment A, Exhibit E in August 2024.

Consortium members engage in voluntary, sustained partnerships such as library collections and access collaborations; technology collaborations to build capacity at reduced costs; purchasing and licensing collaborations through economies of scale; leadership and development programs for faculty and staff; programs that allow students to take courses at other institutions; and study-abroad collaborations.

Under the auspices of the Big Ten Academic Alliance, procurement leadership of member universities undertake collaborations focused on delivering cost savings across campuses through strategic sourcing initiatives, identifying strategies to handle emerging issues and implement best practices, and offers leadership and professional development opportunities. Collaborative purchasing initiatives are pursued for common supplies, equipment and services of mutual pricing, value added services, and overall benefit to the member institutions.

Any agreement developed as a result of the above process is between the Consortium and the preferred supplier (Supplier). Any agreement developed in reference to the Master Collaborative Purchasing Agreement (Agreement), see Exhibit A, for a member institution and the Supplier shall be understood to be a subcontract to the Agreement. Addendums and amendments to the subcontracts shall take precedence to the original subcontracts. The order of precedence shall be the addendums and amendments to the Agreement, the Agreement, Terms and Conditions (See Exhibit A, Attachment B), member institution subcontract addendums and amendments, and member institution subcontracts.

Section 2: Proposal Description

The Consortium invites your company to respond to this RFP after which it intends to establish one or more Preferred Supplier Agreements for Background Screening Services. For the purpose of this RFP, Background Screenings are defined as the verification of credentials, criminal history, and other information related to employment and appointments, from federal, state, and local and International government agencies and institutions. At the time of issuing this RFP, all member institutions require and use background check services. There is collective interest in utilizing the Consortium contract for these services.

The Agreement will incorporate relevant terms and conditions of the RFP (see Exhibit A, Attachment B) and appropriate additional considerations from a Proposer's response. Participating institutions will then issue their own Member purchase order or notice of

acceptance directly to the Preferred Supplier referencing the Agreement. Member Participants will purchase and pay for their own requirements under the terms and conditions of the Agreement and any special conditions referenced in individual orders conveyed.

Should an estimated agreement value be set, it is for informational purposes only, and may vary from actual use. Members reserve the right to buy more or less, and they will accept no penalties for purchasing more or less than the estimated dollar amount.

Bidders have the option to extend their offer to Consortium Affiliated Institutions. A Bidder's response to this option will not be factored into the evaluation of their proposal.

Section 3: Statement of Needs and Evaluation Criteria

3.1 Scope of Services

The preferred Supplier must be able to provide service and timely deliveries to all participating campuses. See Exhibit A, Attachment C for a list of Participants and locations.

While specific services requested by each participating institution may vary, the Proposer must be able to provide accurate, timely and customer-friendly background screening services that include:

- Criminal and civil record checks at county courthouses, state repositories, federal courts and/or international courts;
- Driving records checks;
- Drug testing;
- Verification of employment, education, professional licensure;
- Reference checks;
- Registry checks; such as sex offender and child and elder abuse lists;
- Office of Foreign Assets Control (OFAC) Specially Designated Nationals List (SDNL);
- Export Denial List Search;
- Patriot Act Searches (terrorist watch lists);
- Office of Inspector General (OIG) Search and other healthcare sanction lists;
- Financial Industry Checks, including SEC filings, FINRA and Federal Reserve Sanctions;
- Credit History (note – one's credit score is not included in a pre-employment screening report);
- I-9 Services
- E-Verify Services
- Accessing the FBI's criminal database system when mandated by law.
- Reporting Capabilities
- Pre-Adverse and Adverse Action Notice Services
- Ban-The-Box Services

A complete list of services is included as Exhibit L.

3.2 Member Institution Participation

Once the Preferred Supplier has been established and the Agreement finalized, individual members will review the Preferred Supplier's offer and determine their individual participation. If the Preferred Supplier's offer exceeds the requirements of their existing program (as judged by the individual member), the individual members may participate as an immediate transition of Suppliers. Participating member institutions will then communicate (i.e. inform staff, post on university web site, etc.) the offer as accepted and implemented from the Agreement to end-users as appropriate. Each member is entitled to utilize the Agreement in accordance with their individual needs and time scheduling. Therefore, at this stage, no member shall make any representations or warranties regarding the utilization status or timing of the Agreement. Some Participants may have existing agreements now in place. As such, they will consider this program as their existing agreements expire. The Consortium will post the preferred Supplier's Agreement on its internal web site, which is password protected and only available to procurement staff at member institutions.

3.3 Pricing Schedule

Proposers submitting proposals must complete and return the pricing schedule included as Exhibit L.

3.4 Orders

There will be no minimum order charge assessed by the Preferred Supplier. The Preferred Supplier shall provide adequate toll free telephone access for order placement and customer service. Catalog search and web order processing is preferred by some member institutions. All terms and conditions of the Participant's order shall apply.

3.5 Electronic Commerce

In order to maximize participation, the Supplier may need to conduct business via electronic commerce. Several Participants need an internet-based ordering system as well as procurement (credit) card ordering capabilities. Electronic commerce requirements shall be communicated directly by the member to the Supplier.

3.6 Agreement on Terms and Conditions

By virtue of submittal, the Proposer is attesting that all requirements, terms, and conditions have been read and understood, including those listed in the Master Collaborative Purchasing Agreement, Exhibit A, Attachment B and all related attachments thereto. Unless the responding Proposer expressly and specifically provides otherwise in its written proposal, the proposal received in response to this RFP shall automatically be deemed to include the responding Proposer's agreement to all terms and conditions.

3.7 Prior Year Usage and/or Estimated Volume

Participating institutions provide prior year usage and/or estimated volume as reference only. Institutions reserve the right to buy more or less and they will accept no penalties for purchasing more or less than the estimated amounts.

Should the Consortium RFP process result in higher prices or unacceptable service levels to a Participant institution, that member may remove its estimated volume and not participate with the preferred Supplier. In such an event, the following steps will occur prior to naming a preferred Supplier:

- The expected preferred Supplier will be informed that a member volume will no longer apply.
- The expected preferred Supplier will have the option of removing its offer (based upon the volume reduction) or continuing the offer to the remaining Participants.
- Should the expected preferred Supplier not continue the offer, the Consortium may then go to the Proposer with the second best offer than the expected preferred Supplier and proceed with award.
- The above process will continue until a preferred Supplier is named and/or the Consortium determines no preferred Supplier will be named.

2023 Aggregated Usage – Background Checks

Services	2023
Criminal Felony & Misdemeanor	256,824
Widescreen Plus National Criminal Search	139,544
Federal Criminal	120,544
Self Adjudication 3.0	108,355
SSN Trace	99,798
Statewide Criminal Search	64,743
SSN Validation	63,684
National Sex Offender Registry	52,957
Healthcare Statewide Criminal Search	18,252
I-9 Employment Eligibility	13,767
Health Care Sanctions - All	10,628
Education Report	9,123
MVR Express	8,401
Managed Adjudication 3.0	7,361
Federal Criminal - National	7,246
Employment Report	6,040
Prohibited Parties	3,685
Global Sanctions & Enforcement	2,736
Professional Reference Check Report	2,580
Criminal Check	1,762
MVR	904
Backgrounds Batch Service	838
Professional Licenses Report	695
Current Employment	449
DEA Controlled Substance Licenses	241
Global Education	153
MVR Standard	153

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CDN National Repository for Criminal Record Search	148
Basic Disclosure	109
Criminal 1	106
CDLIS+	76
Drug & Alcohol Clearinghouse	76
Employee Credit	73
Criminal Check (Facilitated)	28
Social Media Search	16
Health Care Sanctions - State	8
Professional Qualification Verification	6
Adverse Media Search (English)	5
Employment Plus	5
Name and Address Trace	5
Civil Upper & Lower	2
Sex Offender Registry	2
Education Plus	1
Federal Civil	1
Global ID Check	1
GSA/OIG - Excluded Parties	1
Grand Total	1,002,132

3.8 Proposal Evaluation Criteria

A Consortium RFP Evaluation Team will be responsible for evaluating proposals based on the criteria identified below. They will make recommendations to the Consortium Procurement Directors for a preferred Supplier award.

1. Price inclusive of Total Cost of Ownership; **30%**
2. Service Level and Support; **30%**
3. Adherence to contract terms; **15%**
4. Experience; **15%**
5. Supplier risk; **10%**

Section 4: Proposal Instructions and Conditions

- 4.1 All questions and inquiries regarding this document will be submitted to the contact information given on the cover page of this RFP document.

Questions regarding this RFP will be submitted as per the deadline indicated on RFP timeline under Important Deadlines section. Responses to questions which involve a change, addition or deletion to this RFP will be issued by addendum to all parties recorded as having received the RFP.

- 4.2 Each Proposer will return a completed Exhibit K: Proposer Memo of Interest by the date and time indicated in the Important Deadlines section via email to the contacts given on cover page.
- 4.3 The Consortium reserves the right to reject any or all proposals and, in particular any proposals not containing complete data requested. The Consortium reserves the right to waive any irregularity in any proposal received. Proposals will be submitted initially on your most favorable terms.
- 4.4 This RFP does not constitute an offer from the Consortium. The Consortium reserves the right to reject responses to this RFP without explanation and without review for any reason at the Consortium's sole and absolute discretion. By issuance of this RFP and acceptance of a proposal, the Consortium is not obligated to award a contract.
- 4.5 The Consortium does not guarantee to award by the anticipated deadline. The Consortium reserves the right to award on a date different from that specified in this RFP document.
- 4.6 The Consortium will not pay for any information requested herein, nor is it liable for any direct or indirect costs incurred by the Proposer in responding to this request, including but not limited to: preparation of responses, oral presentations, travel, or other related activities. All proposals submitted become the property of the Consortium; they will not be returned and may be subject to public records law.
- 4.7 Delivery of proposals is to be made by the timeline stated on the first page. Proposals will be addressed to the Lead Buyer identified on the cover sheet of this request keeping the given contacts on cover page in copy. The proposal (response) should be emailed in Microsoft Word and/or Excel Format. The proposal must be received by the due date/time stated in the Important Deadlines section.

- 4.8 A legally authorized representative(s) of the Proposer must sign the proposal.
- 4.9 Office hours for receipt of proposals are: Monday through Friday, 8 a.m. through 4 p.m. Eastern Time.
- 4.10 Proposers may withdraw their proposals prior to the closing time. Proposals received after the time set for receipt will not be considered. The proposal constitutes an offer by the Proposer, which shall remain open and irrevocable for a period of 90 days.
- 4.11 Proposals will be opened and reviewed at the convenience of the Consortium Lead Buyer and RFP Evaluation Committee. There is no public opening.
- 4.12 If requested, Proposers must submit audited financial statements for the past two (2) years (or equivalent data, i.e. bank references) in order to demonstrate its financial capability to provide the required products and/or service.
- 4.13 Proposers may be required to provide samples of the reports they are proposing to furnish. All samples must be provided free of charge. If a Proposer deems it necessary to limit the number of samples that will be provided, such limitations will be indicated in the Proposer's response.
- 4.14 Proposers are required to provide at least five valid references, including at least three higher education references, with current contact information. Include a minimum of one higher education reference from a university that also has a medical center.

Section 5: Proposal Response – Requirements of All Proposals

- 5.1 Format for Proposals: Documents presented in Excel Format must be completed and submitted in the Microsoft Excel format provided (PDF is NOT acceptable). Note that if any answer requires a lengthy response, diagrams or exceeds the maximum number of characters(1,024) that can be displayed abbreviate your response on the form and indicate exactly where the full answer can be found in the proposal document, i.e. "Appendix#", "Tab*", "page #".

Documents presented in Word Format must be completed and submitted as Word Documents. Failure to respond to all items in this section may be deemed as sufficient reason to reject any proposal.
- 5.2 Proposer shall provide pricing for the items included in this RFP using the format provided in **Pricing Schedule and Description of Goods and Services** provided in **Exhibit L** ("RFP 205 - Exhibits in Excel" document).
- 5.3 Proposer shall complete the **Non-Collusive Certificate** provided in **Exhibit B**.
- 5.4 Proposer shall complete the Affiliated Institution Options sheet provided in **Exhibit C**.
- 5.5 Proposer must submit a completed copy of the **Proposal Response Cover Page** document provided in **Exhibit D**.
- 5.6 Proposer must complete the **Client Reference List** provided in **Exhibit E** ("RFP 205 - Exhibits in Excel" document).
- 5.7 Proposer must complete the **Proposer Response Form** provided in **Exhibit F**.

5.8 Proposer shall review **Exhibit G - Data Privacy and Security**. (Proposer is required to submit responses to all questions in Excel sheet from the link provided in section 4 of Exhibit G). Label this Excel document as **Exhibit H, Data Security Response Form**.

5.9 Proposer must complete the **Work Process Steps** in **Exhibit I**.

5.10 Supplier Diversity: It is the policy of the Consortium to contribute to the establishment, preservation and strengthening of small business enterprises (SBE), minority-owned business enterprises (MBE) and woman-owned business enterprises (WBE). Proposers shall indicate in their proposal (Provide this information in **Exhibit J**, the Company Information section.) if they have status as a minority-owned, women-owned or disadvantaged business enterprise.

The Consortium also encourages contractors to provide for the participation of S/M/WBEs through partnerships, joint ventures, subcontracts or other contractual opportunities.

5.11 Proposer Memo of Interest – If interested in bidding on the services defined in this RFP, complete the Proposer Memo of Interest **Exhibit K**) and submit by July 22, 2024.

Exhibit A: Master Collaborative Purchasing Agreement

This Master Collaborative Purchasing Agreement (hereinafter referenced as the "Agreement") is made to be effective as of _____ (the "Effective Date") by and between Supplier, a _____ company with offices located at _____ (hereinafter referenced as "Supplier"), and the Big Ten Academic Alliance, and Illinois not for profit corporation, through its Purchasing Consortium, with offices located at 1819 S. Neil Street, Suite D, Champaign, IL 61820 (hereinafter referenced as "Consortium").

I. Mutual Understanding of Governing Principles

- A. There will be no minimum purchase obligations under this Agreement for any Participants or Affiliates listed in Exhibit A, Attachment E (hereinafter referenced as "Participant").
- B. Both parties agree that this Agreement (along with its Attachments) will set forth the entire understanding of the parties regarding the Consortium award. Any previous offers by Supplier to Consortium as part of the RFP process are null and void if not contained in this document either specifically or by reference.

II. Scope

- A. This Agreement shall apply to Consortium Participants, their divisions, subsidiaries and affiliates and Supplier as defined in Exhibit A, Attachment E. Once such Participants execute a Letter of Intent, they will be eligible to participate under this Agreement. Any new Participants that are added during the course of this Agreement must be mutually approved by the parties in writing in order to be eligible to utilize this Agreement. A sample Letter of Intent is included as Exhibit A – Attachment F.
- B. This Agreement does not constitute a purchase order. Purchases under this Agreement shall be made with Purchase Orders issued by individual Participants.
- C. In performing under this Agreement, Supplier will comply with all applicable federal, state and local laws.

III. Term and Termination

- A. This Agreement shall commence on _____ and terminate on _____, unless otherwise renewed or terminated as provided herein.
- B. Consortium reserves the right to terminate this Agreement in its entirety upon ninety (90) days prior written notice, without penalty
- C. Each party may terminate this Agreement, effective upon written notice to the other party, in the event that the other party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the breaching party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
- D. This Agreement may be extended for up to a total of ____ years upon mutual written agreement of the parties.
- E. The applicable Letter of Intent will outline the length of the term agreed to by each Participant.

IV. Pricing

- A. The prices and/or pricing formula for the goods/services listed on Exhibit A Attachment A shall be applicable to all purchase orders issued by Participants under this Agreement. All pricing is firm for the life of the Agreement.
- B. Supplier has the ability to implement additional pricing or discounts for each Participant as agreed with the individual Participant. Due to specific operating logistics, this pricing may not be implemented for all Participants; however, any additional continuing discounts offered to any Participant will be made available to all of the Consortium Participants who operate in the same manner, irrespective of purchase volume.

V. Purchase Orders/Invoice

- A. Purchase Orders will be issued by individual Participant locations and subject to the Conditions of this Agreement, and the applicable Letter of Intent. Terms and conditions presented on invoices, purchase orders, packing slips and/or quotations are waived in favor of the terms of this Agreement, and the applicable Letter of Intent.
- B. Invoices are to be submitted by Supplier to the Participant's location indicated on Purchase Order. Invoices will reference the Participant's Purchase Order number and will contain such other information as Participant may reasonably request.

The invoice payment terms for purchase orders placed hereunder shall be 2.75% 10 days, net 30 days after receipt, provided the University determines that the invoice was properly rendered.

VIII. Review Meetings

Review meetings may be held periodically to mutually evaluate the overall performance of each of the parties and the status of continuous improvement projects.

X. Subject Headings

The subject headings on this Agreement have been placed thereon for the convenience of the parties and shall not be considered in any question of interpretation or construction of this Agreement.

XI. Notices

All notices and demands required hereunder shall be deemed given upon personal delivery or next business day following sending by reputable overnight delivery carrier or three (3) business days following sending by United States Registered or certified mail, postage prepaid addressed to Supplier or to Consortium at the addresses as follows:

Consortium:	Supplier Contact:
Julie Sweet	[Name]
Director of Operations	[Title]
Big Ten Academic Alliance	[Supplier Name]
1819 S. Neil St., Suite D	[Street Address]
Champaign, IL 61820	[City, ST, Zip]

Phone: (217) 300-5383
Fax: (217) 244-7127

Phone: [(###) ###-####]
Fax: [(###) ###-####]

XI. General Terms and Conditions

Except as may be modified by individual Participant and Supplier "Letter of Intent", the terms and conditions set forth in this Agreement and its Attachments shall apply to each purchase by any Participant. No other terms and conditions will apply to any purchase order by any Participant.

Terms and conditions for each Participant that are required to be made part of a purchase contract by virtue of Federal law; Participant state laws, or participant policies and procedures may be individually negotiated by Supplier and each Participant, and such terms and conditions be included in each Participant's Letter of Intent. If there are any conflicts between this Agreement and a Letter of Intent, the Letter of Intent will control. The following Attachments are hereby incorporated by reference:

- Attachment A - Pricing Schedule and Description of Goods/Services
- Attachment B- General Terms and Conditions
- Attachment C - Federal Provisions and Certifications for Government Contracts
- Attachment D – Data Security Terms
- Attachment E - List of Participants
- Attachment F – Sample Letter of Intent

XIII. Federal Provisions and Certifications for Government Contracts

Exhibit A, Attachment C to this Agreement contains clauses that are applicable to the Participants when their purchases have been funded through applicable government contracts, and such requirements are required to be flowed down to Supplier as a supply source being paid with such government funds.

To the extent such clauses are applicable to the business conducted by Supplier, Supplier agrees to abide by these same terms and conditions, but only to the extent that the Participant specifically sets forth the applicable clauses (or incorporates them by reference) in the purchase order such that Supplier has the opportunity to notify Participant if it cannot comply with a particular incorporated clause.

XIV. Complete Agreement

This Agreement (including all Attachments) constitutes the entire agreement between the parties relative to the goods listed in Attachment A hereto, and supersedes and replaces all prior or contemporaneous agreements, written or oral, between the parties regarding such goods.

XV. Signatures

In witness whereof, the parties have executed this Agreement and do hereby warrant and represent that their respective signatory whose signatures appears below has been and is on the date of this Agreement duly authorized to execute this Agreement.

BIG TEN ACADEMIC ALLIANCE REQUEST FOR PROPOSAL NO. 205

SUPPLIER:

Signature

Printed Name

Title

Date

Consortium:

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Date

Exhibit A: Master Collaborative Purchasing Agreement

Attachment A: Pricing Schedule and Description of Goods/Services

This will be incorporated in the final agreement based on the Excel Spreadsheet submitted for Exhibit L.

Exhibit A: Master Collaborative Purchasing Agreement

Attachment B: General Terms and Conditions

1. Independent Contractor

Supplier agrees that it is an Independent Contractor. Supplier understands that no relationship other than that of contracting parties is established by this Agreement, and further understands that this does not establish any employer-employee arrangement. Supplier agrees as an Independent Contractor to treat its assistants as its own employees and comply with tax requirements for Supplier and its assistants.

2. Compliance with Laws

Supplier warrants and certifies that in the performance of this Agreement it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment.

All services, including but not limited to delivery, provided to the Participants must comply fully with written safety requirements of each applicable Participant's state, rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

3. Non-discriminatory Hiring Practices by Supplier

Supplier shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, and Vietnam era veteran, physical or mental disability. Supplier shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, physical or mental disability except where it related to a bonafide occupational qualification.

4. Compliance with Specifications

Supplier warrants that all services provided under this Agreement shall conform to specifications or other descriptions provided.

5. Patent Trademark and Copyright Infringement

In the event that Supplier, the Participant or the Consortium learns of any issue relating to a potential Patent Trademark or Copyright infringement in any of the services provided, it will immediately advise the other party by the most expeditious means of communication.

6. Insolvency

In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without Supplier's consent) of an assignee for the benefit of creditors, or of a receiver, the Consortium and/or Participant may cancel this Agreement.

7. Assignments

Neither Consortium nor Supplier shall assign this Agreement or any of its applicable rights or obligations hereunder, without the other party's prior written consent. Any purported assignment made without the other party's prior written consent shall be void and of no effect.

8. Use of Name, Logos, etc. in Advertising

Supplier agrees not to make reference to the Consortium or any Participant in any advertising material of any kind without the expressed written permission of the party involved.

9. Indemnification and Limitation of Liability

Supplier agrees to indemnify the Consortium, the particular Participant affected and hold each of them harmless from and against all liability, losses, damages, claims, liens, and expenses (including reasonable legal fees) to the extent directly arising out of or connected with the work or services performed by Supplier, its agents, subcontractors, employees, officer and directors, within the scope of this Agreement. Supplier, at the written request of the Consortium or applicable Participant, as the case may be, shall undertake to defend any and all suits and to investigate and defend any and all claims whether justified or not, to the extent indemnification is due pursuant to this Section, and if such claim or suit be against Consortium or the applicable Participant, or their respective officers, trustees, agents, servants, and employees.

10. Insurance

Supplier and/or its subcontractor(s), if any, shall maintain in force during the period of such work the following coverage's: (a) worker's compensation, as required by the laws of the State of the Participant; (b) commercial general liability for bodily injury and/or property damage including products liability and completed operations in an amount of not less than \$1,000,000 combined single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 combined single limit, per occurrence.

If an individual Participant desires coverage in addition to the above limit, such Participant will negotiate directly with Supplier regarding such additional insurance coverage; provided that the parties acknowledge that additional insurance is not included in the prices set forth in this Agreement.

Supplier and/or its subcontractor(s) shall furnish to the Consortium or its Participant impacted by this subsection satisfactory proof of such insurance coverage prior to commencement of the work. Consortium and the impacted Participant, as the case may be, are to be added as additional insured with respect to their contractual rights hereunder.

11. Tax Exempt Status

Participants may be exempt from excise, state, local and use taxes for services rendered and equipment or parts supplied for this Agreement. If Participants provide a valid tax exempt certificate to Supplier, Supplier will not charge taxes, except as otherwise required by law.

12. New and Replacement Services

New services that become available during the course of the program may be added, at the request of the Consortium or a Participant, with all terms, conditions and pricing arrangements as negotiated and agreed to at the time of introduction.

Services that are direct replacements shall be provided at the same discounted rate as the prior service that was replaced.

13. Consortium Acceptance of Offer

Any notice of award or contract between the selected preferred Supplier and the Consortium shall be executed by the Consortium Executive Director or designee.

14. Participant Order Placement

The Participant placing the order with Supplier shall alone be liable or responsible for payment for services provided.

15. Development of Minority-owned, Women-owned, Handicap-owned, & Disadvantaged Businesses

The Consortium is committed to encouraging the development of minority-owned, women-owned, handicap-owned, and otherwise disadvantaged businesses. Supplier agrees to use commercially reasonable efforts to explore subcontracting opportunities with minority-owned, women-owned, handicap-owned and otherwise disadvantaged businesses where appropriate. If Participants request a report, Supplier will provide such report indicating the number of subcontracting opportunities where disadvantaged businesses were utilized by Supplier. The report will be in a format mutually acceptable to Supplier and the individual Participant.

16. Report of Sales

Supplier will provide to Consortium a quarterly electronic report of the total dollar expenditures and relevant Administrative Fees generated by each Participant for goods or services provided under the Agreement in a manner mutually agreed upon. Supplier shall provide data requested by the Consortium so long as such information is readily retrievable from its sales database. Above referenced reports are to be filed with Consortium Purchasing Coordinator within 30 days of the end of quarters. Quarters shall end effective March 31, June 30, September 30, and December 31 of each year unless otherwise agreed.

17. Annual Report

When requested, Supplier will provide an annual electronic report of all services provided to Consortium Participant pursuant to the Agreement. Above referenced reports are to be filed with the Consortium Purchasing Coordinator within 30 days of Supplier's fiscal year unless otherwise agreed. The report format shall be as mutually agreed. Supplier shall provide data requested by the Consortium so long as such information is readily retrievable from its sales database.

18. Client Relations

In addition to providing services outlined herein, the preferred Supplier or its distributor shall provide the following business services:

- A. A contract administrator, reasonably acceptable to the Consortium, able to act with full authority.
- B. An account representative(s) and several account service assistants with experience and knowledge of Background Check, I-9 Employment and E-Verify services

The contract administrator shall meet with the Consortium purchasing coordinator or designee annually to discuss performance. The account representative(s) shall meet with Participants as requested by the individual Participants. Initial customer service and order problem resolution will be accomplished at each Participant location.

19. Administrative Fee

Supplier shall remit quarterly to the Consortium as an administrative fee a sum equal to 1% of the total Net Purchases (defined below) of all Consortium Participant purchases quarterly (excluding taxes, credits, cancelled orders, etc., if any), made pursuant to this Agreement. The methodology that will be used to ensure that purchase activity by a Participant is tracked shall be based on invoices issued by the Supplier.

For purposes of this Agreement, the term “Net Purchases” means, for each respective Participant, the total dollar invoice amount of services, on an individual Participant basis purchased from Supplier pursuant to this Agreement, less (i) the total value of any services credited by Supplier, (ii) any credits or fees payable to Participant or Consortium by Supplier.

Notwithstanding any other provision contained herein, the CAF (Consortium Administrative Fee) will only be paid on the sale of services (i) under this Agreement, (ii) by Participants and Affiliates who have a Letter of Intent approved and executed by Supplier, (iv) that are priced in accordance with this Agreement. A Participant may purchase Supplier’s services under one or more contracts (e.g. individual supply contracts, state contracts, trade association contracts); provided, however in no event will Supplier be required to pay any CAF for sales made under any contract other than this Agreement.

This CAF shall be made payable to the Consortium and delivered to the Consortium Purchasing Coordinator or designee within 30 days of the end of the quarter. Quarters shall end effective March 31, June 30, September 30, and December 31 of each year unless otherwise agreed.

In no event shall any CAF be earned after the effective date of termination of this Agreement between Supplier and Consortium, regardless of whether Supplier continues to sell services to Participants. In the event that any individual agreement between Supplier and Participant resulting from the execution of a Group Designation Form hereunder is terminated for any reason, the CAF with respect to such Participant shall cease being earned as of the effective date of termination of the Group Designation Form.

20. Modification of Terms

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by Consortium and Supplier, in writing with signatures of authorized representatives of all parties authorizing said modification.

21. Separability

In the event any provision of this Agreement or portion hereof, is held to be illegal, invalid or unenforceable, such provision, or the portion thereof shall be deemed to be separate from all other provisions and all such other provisions shall remain in full force and effect.

22. Force Majeure

Neither party shall be liable for failure or delay in the performance of any obligation hereunder caused by:

- A. Acts of God (e.g. earthquake, flood, hurricane, typhoon and other natural disasters);
- B. Any civil disorder, war, insurrection, riot or interference by civil or military authorities;
- C. Damage or destruction of a party's facilities or those of its subcontractors or Suppliers that impact performance hereunder;
- D. Raw material shortage which significantly impacts the availability of such material;

In the event of a Force Majeure Event, the affected party shall give notice to the other party of the nature of the Force Majeure Event as soon as reasonably practicable after discovery of such Force Majeure Event. The affected party will be excused from performance during the existence of the Force Majeure Event; provided that the affected party will continue to perform its other obligations under this Agreement to the extent not impacted by the Force Majeure Event. Delays in delivery due to Force Majeure Events shall automatically extend the delivery date for a period equal to the duration of such Force Majeure Event. Any acceptance or warranty period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such Force Majeure Event.

Notwithstanding the extension of time, if the delay attributable to a Force Majeure Event remains in effect for a period in excess of ninety (90) days, either party may give written notice to the other party of termination of this Agreement. If the Force Majeure Event only relates to a single product or class/line of products, such termination will only apply to that product or class/line of products.

23. Confidentiality

The parties understand and agree that information concerning any of the information set forth herein (including all applicable exhibits) is confidential to each of them and shall, except as may otherwise be required by law, only be disclosed to third parties, in writing or orally, upon the specific prior written agreement of the parties, provided, however, that if any of such terms have become public information without the fault of the other party these terms shall no longer be treated as confidential by either party.

Supplier and Consortium agree that any information, whether written, oral, or in the form of diagrams, PowerPoint slides or photographs, furnished by either party to the other under this Agreement shall be deemed to be proprietary to the party furnishing such information and will be maintained in confidence by the party receiving such information.

In addition, the data and information which has been or may hereafter be furnished to Supplier by Consortium in connection with Supplier's services, therefore, is the property of Consortium, and has been furnished solely to enable Supplier to render service to Consortium.

24. Governing Law

This Agreement and any purchase orders placed by Participants hereunder as well as the relationship between the parties under it shall be governed by and construed in accordance with the law of the State of Illinois with respect to the Consortium, and the state of the ordering Participant with respect to each Participant.

25. Complete Agreement

This Agreement (including all relevant Attachments) constitutes the entire agreement between the parties relative to the services listed hereto, and supersedes and replaces all prior or contemporaneous agreements, written or oral, between the parties regarding such services.

26. Survival of Rights of Parties

The termination of this Agreement shall not release either party from any liability, obligation, or agreement which pursuant to any provision of this Agreement is to survive or be performed after such expiration or termination.

27. Subject Headings

The subject headings on this Agreement have been placed thereon for the convenience of the parties and shall not be considered in any question of interpretation or construction of this Agreement.

28. Waivers and Amendments

The failure of either party to enforce at any time or for any period of time any provision of this Agreement shall not be construed as a waiver of such provision or of the right of such party thereafter to enforce such provision. In addition, no terms or provisions of this Agreement may be changed, waived, discharged, or terminated orally but only by an instrument in writing signed by the party against whom the enforcement of such change, waiver, discharge, or termination is sought. As noted previously, no preprinted forms used by Consortium, Supplier or any Participant shall serve as an amendment of this Agreement.

29. Invoice Audit

Upon Consortium request, and within a mutually agreed upon timeframe, Supplier will provide sales data to demonstrate that prices paid for services received by Participants are in accordance with this Agreement and any additional terms/pricing that is specific to a Participant. If a sampling of transactions from Participant(s) demonstrates that the invoices are consistent with this Agreement, the sampling method will be sufficient. If issues are identified, the transactions for review may be increased, and the Participant shall have the right to recover any overpaid amounts as a credit memo. The Consortium agrees that any pricing dispute for overcharge must be made within twelve (12) months of the invoice date. The form of this reporting shall be mutually agreed upon prior to the first request for pricing review.

30. Dispute Resolution

If a disagreement arises between Supplier and an individual Participant related to the application of this Agreement (including the Participant's Letter of Intent), the aggrieved party shall have the right to submit a demand for corrective action through the following escalating process.

- A. The aggrieved party shall prepare a written statement of the desired corrective action to be taken,
 - 1) Citing the pertinent contractual basis for requesting the correction;
 - 2) Providing complete *documentation of the alleged failure to comply with the contract, and*
 - 3) Providing any additional information that may be required to help perfect their request.
- B. Such Statement shall be delivered to the Participant's Purchasing Director, or to Supplier's representative, as appropriate. The Supplier representative and the Purchasing Director will coordinate a meeting of their respective management teams to share the stated concerns and requested corrective actions. Those in position of authority to commit resources to resolve the dispute are to be present. These parties will work in good faith to resolve their dispute.
- C. Should dispute resolution not be achieved, either party may request that the current Chair and Vice Chair of the Consortium and the Purchasing Coordinator review the request for corrective action. If any of the current officers are from the Participant engaged in the dispute, the most recent, prior officer will sit in place. The Consortium representatives and the appropriate management staff of each disputing party will meet to mutually discuss the disputed issues. The parties will act in good faith to resolve their issues. Should resolution not be achieved, the sole remedy with regard to this Agreement shall be termination of the use of this Agreement by the Participant and Supplier.
- D. The parties acknowledge that remedies may be sought by either Supplier or the Participant, independent of this Agreement.

- E. The parties also acknowledge that in the event a dispute is determined to be a breach of this Agreement, that action may be taken by either Supplier, or by the Consortium to seek remedies in conformance with this Agreement.

Exhibit A: Master Collaborative Purchasing Agreement

Attachment C: Federal Provisions and Certifications for Government Contracts

Federal Provisions and Certifications for Government Contracts:

The following clauses are applicable on solicitations and awards in support of Government Contracts and are hereby incorporated by reference into solicitations and any purchase orders with the same force and effect as if set forth in full text. To the extent that an earlier version of any such clause is included in the prime contract or subcontract under which solicitation or purchase order is issued, the date of the clause as it appears in such prime contract or subcontract shall be controlling and said version is incorporated herein. Where necessary to make the context of the Federal Acquisition Regulations (FAR) and Department of Defense Federal Acquisition Regulation Supplement (DFARS) clauses set forth in these General Provisions applicable to this solicitation or subcontract, the term “Contractor” shall mean “Subcontractor”, “Seller” or “Supplier”, the term “Contract” or “Subcontract” shall mean “Purchase Order”, the term “Government” shall mean “Buyer” or “University” and the term “Contracting Officer” shall mean “Buyer’s Purchasing Representative”. It is intended that the referenced clauses shall apply to Seller, the legal entity which contracts with the University under any solicitation or purchase order, in such manner as is necessary to reflect the position of Seller as a Supplier to the University, Buyer and legal entity issuing a solicitation or purchase order; to insure Seller’s obligations to the University and the United States Government; and to enable the University to meet its obligations under its prime contract or subcontract.

All of the clauses hereby incorporated by reference may be found in the Federal Acquisition Regulations (FAR) and the DOD Federal Acquisition Regulation Supplement (DFARS). Copies of the Federal Acquisition Regulation and the DOD Federal Acquisition Regulation Supplement may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402, or see <http://farsite.hill.af.mil/VFFARA.HTM> for more information.

FAR/DFARS CLAUSES:

52.202-1	Definitions (Dec 2001)
52.204-2	Security Requirements (Aug 1996) (Alt. I)
52.215-16	Facilities Capital Cost of Money (Oct 1997)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997) (when cost of money is not proposed)
52.227-10	Filing of Patent Applications – Classified Subject Matter (Apr 84)
52.232-8	Discount for Prompt Payment (May 1997)
52.232-25	Prompt Payment (Feb 2002)
52.233-3	Protest After Award (Aug 96) (Alt. I)
52.243-1	Changes – Fixed Price – Alt. II (Apr 84)
52.245-2	Government Property (Fixed Price Contracts) (Dec 89)
52.245-18	Special Test Equipment (Feb 93)

52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form) (Apr 84)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 84)
52.251-1	Government Supply Sources (Apr 94)
52.253-1	Computer Generated Forms (Jan 91) March 27, 1997
252.225-7001	Buy American Act and Balance of Payments Program (Mar 1998)
252.225-7002	Qualifying Country Sources as Subcontractors (Dec 1991)
252.225-7007	Trade Agreements Act (Sep 2001)
252.225-7009	Duty-Free Entry-Qualifying Country End Products and Supplies (Aug 2000)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (Dec 2000)
252.227-7013	Rights in Technical Data and Computer Software (Nov 1995)
252.227-7026	Deferred Delivery of Technical Data or Computer Software (Apr 88)
252.227-7027	Deferred Ordering of Technical Data or Computer Software (Apr 88)
252.227-7030	Technical Data - Withholding of Payment (Mar 2000)
252.227-7037	Validation of Restrictive Markings on Technical Data (Sep 1999)
252.227-7039	Patents-Reporting of Subject Inventions (Apr 90)
252.251-7000	Ordering from Government Supply Sources (May 1995)

Applicable when fixed price is greater than \$2,500:

52.222-3	Convict Labor (Aug 1996)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (Dec 2001)
52.225-13	Restrictions on Certain Foreign Purchases (Jul 2000)
52.232-23	Assignment of Claims (Jan 86)
52.232-23	Assignment of Claims (Jan 1986)

Applicable when fixed price is greater than \$10,000:

52.222-20	Walsh-Healy Public Contracts Act (Dec 96)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-22	Previous Contracts & Compliance Reports (Feb 1999)
52.222-26	Equal Opportunity (Apr 2002)
52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)

Applicable when fixed price is greater than \$25,000:

By submitting a signed proposal or quotation in response to the University's solicitation, the supplier is providing a negative assurance in accordance with FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. Certification in paragraph (a) of this clause is material representation of fact upon which reliance is placed when making any resulting award.

52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 95)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (Dec 2001)

52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (Dec 2001)
252.227-7036	Certification of Technical Data Conformity (May 87)
252.231-7000	Supplemental Cost Principles (Dec 91)
252.246-7000	Material Inspection and Receiving Report (Dec 91)

(Note: Not required for subcontracts for which the deliverable is a scientific or technical report.)

Applicable when price is greater than \$100,000:

By submitting a signed proposal or quotation in response to the University's solicitation, the supplier is providing positive assurance to the best of his or her knowledge and belief that on or after December 23, 1989:

- A. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any resulting purchase order; and
- C. He or she will include the language in this assurance in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and provide disclosure accordingly.

Assurance and disclosure by submission of your signed proposal is a prerequisite for making or entering into any resulting purchase order imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000, for each such failure.

52.203-3	Gratuities (Apr 84)
52.203-5	Covenant Against Contingent Fees (Apr 84)
52.203-6	Restrictions on Sub-Contractor Sales to the Government (Jul 95)
52.203-7	Anti-Kickback Procedures (Jul 95)
52.203-9	Procurement Integrity-Service Contracting (Sep 90)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)
52.215-2	Audit and Records- Negotiation (Jun 1999) (Alt. II)
52.219-8	Utilization of Small Business Concerns (Oct 2000)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (Sep 2000)
52.223-2	Clean Air and Water (Apr 84)

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52.223-6	Drug-Free Workplace (Mar 2001)
52.227-1	Authorization and Consent (Jul 95)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 96)
52.242-13	Bankruptcy (Jul 1995)
52.244-5	Competition in Subcontracting (Dec 96)
52.246-2	Inspection of Supplies - Fixed Price (Aug 96)
52.246-4	Inspection of Services - Fixed Price (Aug 96)
52.246-24	Limitation of Liability-High Value Items (Feb 97)
52.249-2	Termination for Convenience of the Government (Fixed Price) (Sep 96)
252.203-7000	Statutory Prohibitions on Compensation to Former Department of Defense Employees (Dec 91)
252.203-7001	Prohibition on Persons Convicted on Fraud or Other Defense Contract Related Felonies (Mar 99)
252.209-7000	Acquisitions from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (Nov 95)
252.233-7000	Certification of Claims and Requests for Adjustment or Relief (May 94)
252.242-7004	Material Management and Accounting System (Dec 2000)
252.247-7023	Transportation of Supplies by Sea (May 2002)

Applicable when fixed price is greater than \$500,000:

52.219-9	Small Business Subcontracting Plan (Jan 2002)
52.219-16	Liquidated Damages- Subcontracting Plan (Jan 1999)
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)
52.230-2	Cost Accounting Standards (Apr 1998)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (Apr 1998)
52.230-5	Cost Accounting Standards - Educational Institutions (Apr 1998)
52.230-6	Administration of Cost Accounting Standards (Nov 1999)
52.244-1	Subcontracts - Fixed Price Contracts (Feb 95)
252.205-7000	Provision of Information to Cooperative Agreement Holders (Dec 91)
252.219-7003	Small Business and Small Disadvantaged Business Subcontracting Plan (DOD Contracts) (Apr 96)
252.219-7005	Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities, and Minority Institutions (Nov 95)
252-249-7001	Notification of Substantial Impact on Employment (Dec 91)

Applicable when fixed price is greater than \$550,000:

52.215-10	Price Reduction for Defective Cost or Pricing Data (Oct 97)
52.215-12	Subcontractor Cost or Pricing Data (Oct 97)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits other than Pensions (PRB) (Oct 1997)
252.215-7000	Pricing Adjustment (Dec 91)

Applicable when fixed price is greater than \$1,000,000:

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52.222-26 Equal Opportunity Preaward Clearance (Apr 2002)
52.243-7 Notification of Changes (Apr 84) (Note: Paragraph (b) - 30 days;
paragraph (d) -60 days)

Applicable when fixed price is greater than \$5,000,000:

252.203-7002 Display of DOD Hotline Poster (Dec 91)

Exhibit A: Master Collaborative Purchasing Agreement

Attachment D: Data Security Terms

1. **Definitions:** For purposes of this Attachment, the following terms have the meanings set forth below. All initial capitalized terms in this Attachment that are not defined in this Section 1 shall have the respective meanings given to them in the Agreement:

1.1 **"Data Protection Laws"** means all applicable international, federal, state, or local laws or regulations governing use of the Services, including but not limited to, Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("**FCRA**"), Family Educational Rights and Privacy Act ("**FERPA**"), 20 U.S.C. § 1232g, Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), Data Protection Laws, and "Ban the Box" laws.

1.2 **"Natural Person"** means an identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.3 **"Personal Information"** means all information that can be used to identify a Natural Person or can be used with other sources to identify a Natural Person including, but not limited to (i) the user name or email address of a User, in combination with a password or other log-in credential that would permit access to the individual's Account, (ii) a User's first name or first initial, and last name, in combination with any one or more of the following data elements regarding the individual, when either the name or the data elements are not encrypted: the full social security number; driver's license number or state identification card number; bank account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account; or biometric data.

1.4 **"Security Breach"** means a breach of security leading to the unauthorized or accidental acquisition, theft, loss, disclosure, or access of or to Personal Information from Supplier or Supplier's network or system.

1.5 **"Services"** means the Supplier services requested and ordered by a Participant under one or more completed Purchase Orders.

2. Compliance with Data Protection Laws.

2.1 Where Supplier processes any Personal Information on behalf of Participants, Supplier shall process such Personal Information in accordance with all applicable Data Protection Laws.

2.2 Supplier shall maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security of any Personal Information collected or maintained as a result of the Services.

2.3 Participant is a qualifying educational agency or institution under FERPA. To the extent Supplier or its personnel have access to data protected by FERPA, Supplier acknowledges that for the purposes of this Agreement it is designated as a “school official” with “legitimate educational interests” in such data and associated metadata, as defined under FERPA and its implementing regulations, and agrees to abide by the limitations and requirements imposed on school officials under those regulations. Supplier agrees to use such data only for the purpose of fulfilling its duties under this Agreement, and will not monitor, share, or disclose any such data to any third party except as provided for in this Agreement, as required by law, or as authorized in writing by the Participant. Supplier specifically agrees not to use any data for purposes of targeted advertising.

2.4 Participant and Supplier will enter into a separate Business Associate Agreement, if reasonably necessary to keep the Participant and Supplier in compliance with HIPAA.

3. Security Breach.

3.1 In the event of a Security Breach, Supplier must, as applicable: (a) notify the Participant as soon as practicable but no later than forty-eight (48) hours of becoming aware of such occurrence; (b) cooperate with the Participant in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the Participant; (c) at the Participant’s sole election, (i) with approval and assistance from the Participant, notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law; or (ii) reimburse the Participant for any costs in notifying the affected individuals; (d) if required by law, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the Personal Information for the period required to comply with applicable law; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the Participant in investigating and resolving the occurrence, including reasonable attorney’s fees associated with such investigation and resolution; (g) without limiting Supplier’s obligations of indemnification as further described in the Agreement, indemnify, defend, and hold harmless the Participant for any and all claims, including reasonable attorneys’ fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the Participant in connection with the Security Breach; and (h) provide to the Participant a detailed plan within ten (10) calendar days of the occurrence describing the measures Supplier will undertake to prevent a future occurrence. The Participant will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to

public media outlets, must be reviewed and approved by the Participant in writing prior to its dissemination.

Exhibit A: Master Collaborative Purchasing Agreement**Attachment E: List of Participants**

Participant name and locations are listed below. The list is not to be considered all-inclusive. Participants may have minimal additional locations that require service. Not all locations may elect to participate.

Member Institution	Member Campus
University of Chicago	University of Chicago
University of Illinois	University of Illinois at Urbana–Champaign
University of Illinois	University of Illinois at Chicago
University of Illinois	University of Illinois at Springfield
Indiana University	Indiana University - Bloomington
Indiana University	Indiana University - Indianapolis
Indiana University	Indiana University - Richmond
Indiana University	Indiana University - Kokomo
Indiana University	Indiana University - Gary
Indiana University	Indiana University - New Albany
Indiana University	Indiana University - South Bend
Indiana University	Indiana University - Fort Wayne
University of Iowa	University of Iowa - Iowa City
University of Maryland	University of Maryland - College Park
University of Michigan	University of Michigan - Ann Arbor
University of Michigan	University of Michigan - Dearborn
University of Michigan	University of Michigan - Flint
Michigan State University	Michigan State University - East Lansing
University of Minnesota	University of Minnesota - Minneapolis - St. Paul
University of Minnesota	University of Minnesota - Duluth
University of Minnesota	University of Minnesota - Morris
University of Minnesota	University of Minnesota - Crookston
University of Nebraska	University of Nebraska - Lincoln
University of Nebraska	University of Nebraska - Omaha
University of Nebraska	University of Nebraska - Kearney
University of Nebraska	University of Nebraska Medical School
Northwestern University	Northwestern University - Evanston
Northwestern University	Northwestern University - Chicago
Ohio State University	Ohio State University - Columbus
Ohio State University	Ohio State University - Marion
Ohio State University	Ohio State University - Lima
Ohio State University	Ohio State University - Mansfield

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Ohio State University	Ohio State University - Newark
Pennsylvania State University	Pennsylvania State University - University Park
Pennsylvania State University	Pennsylvania State University - Abington
Pennsylvania State University	Pennsylvania State University - Fogelsville
Pennsylvania State University	Pennsylvania State University - Altoona
Pennsylvania State University	Pennsylvania State University - Monaca
Pennsylvania State University	Pennsylvania State University - Hazleton
Pennsylvania State University	Pennsylvania State University - Reading
Pennsylvania State University	Pennsylvania State University - Media
Pennsylvania State University	Pennsylvania State University - DuBois
Pennsylvania State University	Pennsylvania State University - Erie
Pennsylvania State University	Pennsylvania State University - Uniontown
Pennsylvania State University	Pennsylvania State University - Malvern
Pennsylvania State University	Pennsylvania State University - Middletown
Pennsylvania State University	Pennsylvania State University - Hazleton
Pennsylvania State University	Pennsylvania State University - McKeesport
Pennsylvania State University	Pennsylvania State University - Hershey
Pennsylvania State University	Pennsylvania State University - Mont Alto
Pennsylvania State University	Pennsylvania State University - New Kensington
Pennsylvania State University	Pennsylvania State University - Schuylkill Haven
Pennsylvania State University	Pennsylvania State University - Shenango
Pennsylvania State University	Pennsylvania State University - Lehman
Pennsylvania State University	Pennsylvania State University - Dunmore
Pennsylvania State University	Pennsylvania State University - York
Purdue University (IN)	Purdue University - West Lafayette
Purdue University (IN)	Purdue University - Hammond
Purdue University (IN)	Purdue University - Westville
Purdue University (IN)	Purdue University - Fort Wayne
Rutgers University (NJ)	Rutgers University - New Brunswick
Rutgers University (NJ)	Rutgers University - Camden
Rutgers University (NJ)	Rutgers University - Newark
University of Wisconsin	University of Wisconsin - Madison
University of Wisconsin	University of Wisconsin - Extension
University of Wisconsin	University of Wisconsin - Rock County
University of Wisconsin	University of Wisconsin - Whitewater
University of Wisconsin	University of Wisconsin - Parkside
University of Wisconsin	University of Wisconsin - Waukesha
University of Wisconsin	University of Wisconsin - Milwaukee
University of Wisconsin	University of Wisconsin - Platteville

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University of Wisconsin	University of Wisconsin - Richland
University of Wisconsin	University of Wisconsin - Baraboo
University of Wisconsin	University of Wisconsin - Washington County
University of Wisconsin	University of Wisconsin - Fond du Lac
University of Wisconsin	University of Wisconsin - Sheboygan
University of Wisconsin	University of Wisconsin - Manitowoc
University of Wisconsin	University of Wisconsin - Oshkosh
University of Wisconsin	University of Wisconsin - Fox Valley
University of Wisconsin	University of Wisconsin - La Crosse
University of Wisconsin	University of Wisconsin - Stevens Point
University of Wisconsin	University of Wisconsin - Green Bay
University of Wisconsin	University of Wisconsin - Marshfield/Wood County
University of Wisconsin	University of Wisconsin - Marinette County
University of Wisconsin	University of Wisconsin - Marathon County
University of Wisconsin	University of Wisconsin - Eau Claire
University of Wisconsin	University of Wisconsin - Stout
University of Wisconsin	University of Wisconsin - River Falls
University of Wisconsin	University of Wisconsin - Barron County
University of Wisconsin	University of Wisconsin - Superior

[If Supplier agrees to extend pricing to affiliates, then include the following]

In addition to the forgoing, the affiliated institutions below will be participants:

Member Institution	Affiliated Campus
University of Illinois	Chicago State University
University of Illinois	Eastern Illinois University
University of Illinois	Governors State University
University of Illinois	Illinois State University
University of Illinois	Northeastern Illinois University
University of Illinois	Northern Illinois University
University of Illinois	Southern Illinois University - Carbondale
University of Illinois	Southern Illinois University - Edwardsville
University of Illinois	Southern Illinois University - School of Medicine
University of Illinois	Western Illinois University
Indiana University	Ball State University
Indiana University	Indiana State University
Indiana University	Ivy Tech Comm College of Indiana – Bloomington
Indiana University	Ivy Tech Comm College of Indiana – Columbus

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Indiana University	Ivy Tech Comm College of Indiana – East Central Muncie
Indiana University	Ivy Tech Comm College of Indiana – Evansville
Indiana University	Ivy Tech Comm College of Indiana – Ft. Wayne
Indiana University	Ivy Tech Comm College of Indiana – Indianapolis
Indiana University	Ivy Tech Comm College of Indiana – Kokomo
Indiana University	Ivy Tech Comm College of Indiana – Lafayette
Indiana University	Ivy Tech Comm College of Indiana – Madison
Indiana University	Ivy Tech Comm College of Indiana – Northcentral South Bend
Indiana University	Ivy Tech Comm College of Indiana – Northwest Gary
Indiana University	Ivy Tech Comm College of Indiana – Richmond/Connersville
Indiana University	Ivy Tech Comm College of Indiana – Sellersburg
Indiana University	Ivy Tech Comm College of Indiana – System
University of Iowa	Iowa State University
University of Iowa	University of Northern Iowa
University of Iowa	Iowa Braille and Sight Saving School
University of Maryland	Bowie State University
University of Maryland	Coppin State University
University of Maryland	Frostburg State University
University of Maryland	Salisbury University
University of Maryland	Towson University
University of Maryland	University of Baltimore
University of Maryland	University of Maryland, Baltimore
University of Maryland	University of Maryland, Baltimore County
University of Maryland	University of Maryland Eastern Shore
University of Maryland	University of Maryland University College
University of Maryland	University of Maryland Center for Environmental Science

Exhibit A: Master Collaborative Purchasing Agreement

Attachment F: Sample Letter of Intent

By executing this Letter of Intent, the Participant or Affiliate (hereinafter “Participant”) listed below hereby agrees to abide by all of the requirements, duties and obligations set forth in the Agreement between Supplier (“Supplier”) and Big Ten Academic Alliance, Master Agreement Number _____, effective as of _____ (the “Agreement”). Participant is qualified by virtue of being listed on Attachment C of the Agreement as either a Participant, or Affiliate Institution. Supplier and the Participant agree that all transactions conducted between the parties will be pursuant to the terms of the Agreement.

The Purpose of this Letter of Intent is to identify the applicability of the Agreement, and to further define any unique logistical arrangements, or additional terms and conditions agreed upon by both parties.

1. Participants may participate in the Agreement so long as they do not have any existing agreements currently in place with Supplier (including alternative state and local purchasing agreements). If there is an existing agreement in place with Supplier, by entering into this Group Designation Form, the Participant agrees that unless specifically excepted herein, the existing agreement is terminated with respect to the Participant and the Participant agrees to cease purchasing under the existing agreement as a condition to this Agreement.
2. Participant and Supplier may enter into agreements outside of the scope of the Agreement; provided however, such agreements will be in writing, and the terms and conditions of such agreements will stand alone and the terms and conditions of the Agreement are not applicable.
3. By signing below, Participant agrees that in issuing purchase orders under the Agreement, all transactions under the Agreement will be governed by the terms of the Agreement and not by any terms of any purchase order or invoice between Participant and Supplier.
 - a. Participant’s primary contact will be as follows:
 - b. Name:
 - c. Title:
 - d. Address:
 - e. Telephone:
 - f. Email:
4. Participant and Supplier agree to the following terms and conditions that are additionally required by law for Participant to legally contract for the goods and services provided in the Agreement:
5. The Term of the Lette of Intent is as follows:
6. Participant and Supplier agree to the following unique operating arrangements necessary to service the Participant account(s):

BIG TEN ACADEMIC ALLIANCE REQUEST FOR PROPOSAL NO. 205

7. This Letter of Intent and the Agreement sets forth the entire agreement between the parties as to the subject matter set forth herein.

Intending to be legally bound, the parties have executed this Agreement to be effective as of the date set forth above.

ACCEPTED BY PARTICIPANT:

ACCEPTED BY SUPPLIER:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Exhibit B: Non-Collusive Certificate

*Refer to the Word document, "RFP 205 - Exhibits in Word", included in RFP package.
Complete and return in Word format.*

Exhibit C: Options

*Refer to the Word document, "RFP 205 - Exhibits in Word ", included in RFP package.
Complete and return in Word format.*

Exhibit D: Proposal Response Cover Page

*Refer to the Word document, "RFP 205 - Exhibits in Word", included in RFP package.
Complete and return in Word format.*

Exhibit E: Client Reference List

*Refer to the “RFP 205 - Exhibits in Excel” document included in RFP package.
Complete and return as an Excel Document.*

Exhibit F: Proposer Response Form

*Refer to the Word document, "RFP 205 - Exhibits in Word", included in RFP package.
Complete and return in Word format.*

Exhibit G: Data Privacy and Security

*Refer to the Word document, "RFP 205 - Exhibits in Word", included in RFP package.
Complete and return in Word format.*

Exhibit H: Data Security Response Form

Supplier to complete the Excel document from the link provided in Exhibit G in “RFP 205 - Exhibits in Excel” document and provide with proposal as Exhibit H.

Provide as an Excel Document

Exhibit I: Work Process Steps

*Refer to the Word document, "RFP 205 - Exhibits in Word", included in RFP package.
Complete and return in Word format.*

Exhibit J: Supplier Diversity Information

*Refer to the Word document, "RFP 205 - Exhibits in Word", included in RFP package.
Complete and return in Word format.*

Exhibit K: Proposer Memo of Interest

*Refer to the Word document, "RFP 205 - Exhibits in Word", included in RFP package.
Complete and return in Word format.*

Exhibit L: Pricing Schedule

*Refer to the “RFP 205 - Exhibits in Excel” document included in RFP package.
Complete and return as an Excel Document.*

RFP Number 205
Attachments and Exhibits

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Exhibit B: Non-Collusive Certificate

By submission of this request, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint submittal, each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of his / her knowledge and belief:

1. The content of this RFP response has been arrived at independently without collusion, consultation, communications, or agreement for the purpose of restricting competition as to any matter relating to service or cost with any other participant or with any competitor;
2. No attempt has been made or will be made by the Proposer to include any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition and;
3. No employee, agent or Supplier of the Consortium has received or will receive any payment or any other form of compensation from the Proposer as a result of selection as the preferred Proposer;
4. Proposer warrants that, to the best of Proposers' knowledge, there exists no actual or potential conflict between Proposer and the Consortium. In the event of change in either Proposer's private interests or the products provided under any agreement, Proposer will inform the Consortium regarding possible conflict of interest which may arise as a result of the change. Proposer also affirms that to the best of the Proposer's knowledge, there exists no actual or potential conflict between Proposer and any Consortium employee. The Proposer is required to sign the bid document where indicated, as part of the bid response.

Proposer's Corporate Name: _____

Signature: _____

Contact Name: _____

Contact Title: _____

Street Address: _____

City, ST, Zip: _____

Phone: _____

Fax: _____

Email: _____

RETURN THIS PAGE WITH OTHER REQUIRED INFORMATION

Exhibit C: Options

The Affiliated Institution Option as indicated below will be included as part of the requested response.

Option 1 *Affiliated Institution Option*

Proposers have the option to have their offer extended to affiliated institutions of the Consortium. In most cases, this will include other universities that have a common procurement relationship with one or more of the Member institutions.

1a) If you extend your offer to affiliated institutions of the Consortium, will your prices be the same? YES NO

1b) If your prices will not be the same for the affiliated institutions of the Consortium, what will be the percentage added to the Consortium price schedule?

_____ Added percentage

The Current Affiliated Institutions of the Consortium are as follows:

Member Institution	Campus
University of Illinois	Chicago State University
University of Illinois	Eastern Illinois University
University of Illinois	Governors State University
University of Illinois	Illinois State University
University of Illinois	Northeastern Illinois University
University of Illinois	Northern Illinois University
University of Illinois	Southern Illinois University - Carbondale
University of Illinois	Southern Illinois University - Edwardsville
University of Illinois	Southern Illinois University - School of Medicine
University of Illinois	Western Illinois University
Indiana University	Ball State University
Indiana University	Indiana State University
Indiana University	Ivy Tech Comm College of Indiana – Bloomington
Indiana University	Ivy Tech Comm College of Indiana – Columbus
Indiana University	Ivy Tech Comm College of Indiana – East Central Muncie
Indiana University	Ivy Tech Comm College of Indiana – Evansville
Indiana University	Ivy Tech Comm College of Indiana – Ft. Wayne
Indiana University	Ivy Tech Comm College of Indiana – Indianapolis
Indiana University	Ivy Tech Comm College of Indiana – Kokomo
Indiana University	Ivy Tech Comm College of Indiana – Lafayette
Indiana University	Ivy Tech Comm College of Indiana – Madison
Indiana University	Ivy Tech Comm College of Indiana – Northcentral South Bend

Indiana University	Ivy Tech Comm College of Indiana – Northwest Gary
Indiana University	Ivy Tech Comm College of Indiana – Richmond/Connersville
Indiana University	Ivy Tech Comm College of Indiana – Sellersburg
Indiana University	Ivy Tech Comm College of Indiana – System
University of Iowa	Iowa State University
University of Iowa	University of Northern Iowa
University of Iowa	Iowa Braille and Sight Saving School
University of Maryland	Bowie State University
University of Maryland	Coppin State University
University of Maryland	Frostburg State University
University of Maryland	Salisbury University
University of Maryland	Towson University
University of Maryland	University of Baltimore
University of Maryland	University of Maryland, Baltimore
University of Maryland	University of Maryland, Baltimore County
University of Maryland	University of Maryland Eastern Shore
University of Maryland	University of Maryland University College
University of Maryland	University of Maryland Center for Environmental Science

Exhibit D: Proposal Response Cover Page

Proposal Responses

[Specific to the individual agreement]

Proposer has responded to all requirements of the RFP and included all completed attachments.
_____ (Initial)

In preparing this RFP, this Proposer has not been assisted by any current or former employee of any Consortium Member whose duties relate to this RFP and who was assisting in other than their official capacity. Neither does such a person or any member of their immediate family have any financial interest in the outcome of this RFP. _____ (Initial)

The Proposer certifies by submission of the proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. _____ (Initial)

In signing this proposal, we have read and fully understand and agree to all terms, conditions and specifications and acknowledge that the order of precedence stated in Section 1 of this solicitation shall be controlling. We certify that we have not, either directly or indirectly, entered into any contract or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above stated statement is accurate under penalty of perjury.

Signature

Name and Title of Signing Officer (print)

Date

Exhibit F: Proposer Response Form

Please answer the questions enumerated below. If an answer requires diagrams or other large documents, abbreviate the response here and indicate exactly where the documents can be found in the proposal document, i.e. "Appendix #". "Tab #, page #.

Company Information

1. Company Name.
2. Company Primary Contact Information for this RFP.
3. How long has company been in the background check business?
4. Is your company a certified SBE, MBE or WBE? (See Section 5.8 in the RFP document). If yes, provide certifications for all qualified states.
5. Provide number of clients for pre-employment screening services and Higher Education clients with medical centers.
6. Provide number of clients with medical centers for pre-employment screening services.
7. Provide a client list.
8. State experience the company has had in serving higher education.
9. State experience the company has had is serving medical centers.
10. State experience the company has had in working with consortiums.
11. Describe experiences the company has had in serving large, complex organizations with multiple locations.
12. Provide a short biography of the principals of your firm.
13. Title and location(s) of person responsible for Contract Administration.
14. Title and location(s) of person responsible for Invoicing/Billing.
15. Title and location(s) of person(s) responsible for Ordering and Expediting Orders.
16. Title and location(s) of person(s) responsible for electronic and paper records security

17. Describe the staff and other resources that will be dedicated to service and manage the Consortium member accounts.
18. Describe how and locations where orders will be received and fulfilled. Specify company's normal business hours for receiving orders and for providing customer service. Include a list of all company holidays.
19. Do you have a Customer Advisory Board?
20. Is your firm a member of the National Association of Professional Background Screeners? (NAPBS)?
21. Does your firm have BSAAP Accreditation?
22. Describe how you train your employees.
23. Describe how you keep your employees updated on legal issues affecting screening.
24. Describe how you provide clients with state/federal regulatory updates?
25. Have you been involved in any litigation in the last 5 years? If yes, provide details.
26. Have you been fined or sanctioned by the CFPB.
27. Provide examples of documentation about personnel.
28. Provide number of:
 - a. Annual background checks conducted
 - b. I-9s completed
 - c. E-Verify transactions completed
 - d. Drug screenings completed

Background Checks

29. Outline the different background check services that you provide and what is included in each and the pricing structure options (ex. Packages and/or a la carte services). Include information on how searches are conducted when web-based repository information is not available and/or needs to be confirmed. Include information on the ability to customize packages/orders.

30. List and describe the major steps in the work process for each type of background check, including title of responsible person.

Proposer to complete Attachment K: Work Process Steps Form

31. Provide samples of each type of background check conducted.
Attach Samples.
32. How is it determined what states, counties and countries are checked?
33. How far back do checks go? Describe if/how an unlimited look-back period is accommodated.
34. How does company measure performance--e.g. turnaround time, accuracy?
35. Does company track mistaken identity? If yes, what is company's accuracy - percentage correct?
36. Does company comply with the Fair Credit Reporting Act (FCRA)? Describe how company remains current.
37. Describe the company process and policy with regard to employee liability and provision for errors and omissions insurance.
38. Besides a web based process, what other methods are available to order and retrieve background reports? Provide examples of the standard methods of ordering and retrieval.
39. Provide a workflow and details of the background check process, including automated vs manual processes.
40. Provide detail on turnaround times on background checks and give examples of instances where there might be delays and how these are addressed.
41. Provide detail on how individual cases can be escalated/expedited at the request of the client.
42. Provide detail on how disputes are processed and the turnaround time associated with resolutions
43. Provide information on response time to client and candidate contacts and the customer service model associated with that service.
44. Provide the process for updating and notifying the users of outages, problems, delays, duplications, disputes, etc.

45. Describe your escalation procedures for customer and system issues.
46. Explain the format in which the status of orders and background screening results are provided, such as:
 - a. Can results be viewed while the order is still in process, or after completion of orders?
 - b. What details are provided in the background screening results (ex. # of attempts to contact, contact information used to verify screening method, incomplete results, etc.)
 - c. Explain your standard procedure for the # of attempts you will make to reach a professional reference, employer, etc. Is this negotiable?
47. Provide information on what international background searches your firm provides.
48. Describe Workflow/Ease of Use from a system administrative perspective and general usability perspective
49. Describe if/how an unlimited look-back period is accommodated
50. Describe any quality control procedures you follow to ensure accuracy in your reporting of results.
51. What is your dispute rate from consumers? What is your dispute process?
52. Which credit agency do you use for SSN traces?
53. Explain any guarantees you offer for accuracy and timeliness of search results

Background Checks - Reports

54. Describe management reports that your company provides to clients.
Respond and attach samples.
 - a. How often can reports be provided?
 - b. Are reports available online?
 - c. Accessibility security?
 - d. Do your reports include client ad hoc reporting capability, and the accessibility to our users.

I-9s

55. Does your service provide for completion before the first day of work as well as on the first day of work?
56. Does your service provide for conversion of current paper I-9s - scan, retain, and track existing paper I-9s electronically?
57. Does your service provide for E-Verify integration - verify work authorization for new hires?
58. Does your service provide for Reverification Notifications - track expiration dates with notifications?
59. Does your service measure compliance %, identify missing I-9s, remove old I-9s?
60. Does your service offer rollout assistance, documentation, user/manager training?
61. Does your service offer support - enhancements, users, call center, data loading, legal?
62. Does your service offer Exports - I-9 images and the corresponding data for each I-9?
63. Does your service offer remote completion of section 2?
64. What are the online help functions of the electronic I-9 system?
65. Detail the roll-out transition strategy and implementation timeline.
66. Describe how electronic Form I-9s from current/existing system are transferred into your system?
67. Provide current, annual I-9 processing and servicing volumes for new hires, re-verifications, and mergers and acquisitions work.
68. Describe the controls and processes you have in place to handle regulatory compliance.
69. Describe how your I-9 service prevents users from using unacceptable documents to complete the I-9.
70. When was your last system upgrade and/or do you anticipate a major upgrade and when would that take place?

I-9 Reports

71. What standard reports are available?

72. Can you provide customer reporting?

E-Verify

- 73. Do you provide an E-verify service to submit employee verifications to the DHS and SSA databases?
- 74. Can you submit E-verify service to submit employee verifications to the DHS and SSA databases without an online I-9?
- 75. Does your reporting tool allow us to view, sort and track E-Verify transactions online?
- 76. Please provide a detailed description of your audit process to ensure all I-9s (online, paper, reverifications) are correct and complete.
- 77. Describe how you would integrate with our HR/Payroll systems.
- 78. Explain your method for complying with requests to produce electronic and/or printed copies of I-9s retained electronically.
- 79. Explain the TNC (Tentative Non-Confirmation) process within your system.
- 80. Does your I-9/E-Verify service allow for FAR Clause verification or does it have to be entire workforce based on the practice of the Form I-9?

e-Verify Reports

- 81. What standard reports are available?
- 82. Can you provide customer reporting?

Credentialing

- 83. Describe what Credentialing Monitoring services you provide
- 84. Do you provide Credential Monitoring for Health Care?
- 85. Do you provide Credential Monitoring for Health Care?
 - a. If so, what levels and what's included in the health care check?

Drug and Alcohol Testing

- 86. What laboratories do you use for collections?
- 87. Describe the method for collecting and analyzing specimens.

88. "What is the average response time from the date of specimen collection to notification of university?
 - a. Negative Test:
 - b. Positive Test:
89. Do you provide for after-hour collections for post-accident and reasonable suspicion testing?
90. Provide a list of proposed collection sites including the office hours and the telephone number(s) to call during non-scheduled, non-office hours.
91. Do you provide overnight transportation of all specimens to the laboratory?
92. Describe the measures you take to ensure that all electronic correspondence to the member and the Consortium maintain employee privacy to meet Health Insurance Portability and Accountability (HIPPA) data privacy and security provisions
93. How long has company been in the drug screening business?

Reports - Drug Screening

94. Describe your reporting on number of completed tests.

Questions - Fingerprinting

95. Where are your fingerprinting sites located?
96. What is your fingerprint classification rate
97. What documents do you accept for applicant's identification at the time of fingerprinting?

CDLIS Screening

98. Describe your Commercial Driver's License Information System (CDLIS) screening process
99. Do you also search Motor Vehicle records (MVR)
100. What is the average response time for CDLIS Screening?

General

101. Will your company make the Consortium Master Agreement available to affiliates of member institutions?
102. Describe all steps and processes regarding billing.

103. Are billings audited before sending to the client?
104. How do you handle billing an employer with multiple locations and/or different departments?
105. Describe what detail is provided in your billing for each applicant or background screening performed.
106. Provide samples of your billing document.
107. What methods of payment are accepted? (Credit cards?)
108. Do you utilize the services of any subcontractors? If so, identify the methods used including quality control procedures.
109. How do you measure customer satisfaction and what is your customer satisfaction rate?
110. Explain what differentiates you from your competitors.
111. Provide a copy of your Service Level Addendum (SLA)
112. Can your service be integrated with Applicant Tracking systems? If so, which ones?
113. What is the average turnaround time on background check checks?
114. How does your company handle outages or delays from different states? Is there a work-around?
115. Does company provide ban-the-box notifications of applicants addresses?
116. What is the retention period of records? Are EMEA (Europe, Middle East and Africa) or APAC (Asia-Pacific) managed differently than domestic records?
117. Does your company adhere to the European Union General Data Protection Regulation guidelines (EU GDPR)? If so, in what capacity?

Reporting – General

118. Can your company provide detailed quarterly savings reports to client looking at their spend compared to what they would pay without the contract (Net Discount off List). For each university using the contract and overall for Consortium

119. Can your company provide quarterly electronic reports to Consortium detailing total dollar expenditures, and relevant Administrative Fees generated by each Participant for goods or services provided under the Agreement?
120. Can your company provide quarterly electronic reports to Consortium detailing the number of orders and the spend for each school by service type? (Background Checks; I-9s; e-Verify; Credentialing; Drug Testing, etc.)
121. For schools with multiple campus locations, Can your company provide quarterly electronic reports to Consortium detailing the number of orders and the spend for each location by service type? (Background Checks; I-9s; e-Verify; Credentialing; Drug Testing, etc.)
122. Does your reporting include reporting on searches initiated and paid for by the individual, not paid by the university? i.e. Student teachers who need to have background checks completed and who are expected to pay for these checks themselves.
123. Can you provide a quarterly report of Quality Performance? To include days it takes to process orders for each university and for the Consortium as a whole? Report on items processed in each day through 7 days, then group in an 8+ days category
124. Does your system provide various and custom reporting options for the client? (i.e by group, product, volume, timeframe, etc.)

RFP QUESTIONS – TECHNOLOGY

125. Describe the web-based system you provide and give detail on how it would integrate with other systems.
 - a. Give details and describe technologies and techniques used to integrate with other systems.
126. Provide the implementation process and timeline for an individual institution.
127. Provide details on if and how single sign-on is supported and what protocols are used.
128. Provide an image of what your system's interface looks like for current pending searches and how scores or search determinations are marked in the system including the verbiage for scoring with definitions.

Provide images

129. Describe your ability to integrate with Applicant Tracking Systems (ATS) and HR Information Systems (HRIS). Indicate which applicant tracking system(s) you currently integrate with.
130. How much customization of the screening program can you support?
131. Can the system(s) be customized at the client level or are most updates done system wide?
132. Is there any charge for system changes & enhancements?
- When is it determined if/when a charge will be included?
 - Is your solution a Software as a Service (SaaS)?
 - Describe your process for how enhancement requests are evaluated and implemented.
133. Do you have a beta / test system that allows for downloading and trial by users over the web?
134. If you allow for beta testing, how long do you beta test before new software is released?
135. Is your system mobile friendly and/or do you utilize apps?
- Describe what components are mobile friendly, including candidate interface and the administration / client side.
136. Can you comply with the following: "Proposer shall comply with the Americans with Disabilities Act (ADA) by supporting assistive software or devices such as large print interfaces, text-to-speech output, voice-activated input, refreshable braille displays, and alternate keyboard or pointer interfaces, in a manner consistent with the Web Accessibility Initiative Web Content Accessibility Guidelines 2.0 AA (<http://www.w3.org/WAI/guid-tech.html>). Proposer shall ensure that product maintenance and upgrades are implemented in a manner that does not compromise product accessibility. Proposer shall provide to Licensee a current, accurate completed Voluntary Product Accessibility Template (VPAT) to demonstrate compliance with the federal Section 508 standards (<https://www.state.gov/section-508-accessibility-statement/>). Proposer warrants the accuracy of the information contained in such VPAT and in any other documentation furnished to Consortium with respect to the accessibility of the product. If the product does not comply, the Proposer shall adapt the product in a timely manner and at no cost to Consortium in order to comply with applicable law."

137. Provide explanation of any planned system changes and any proposed effect on order processing under your proposal.
138. Describe the different user security levels supported within your system.
139. Describe how your proposed system supports event logging, with respect to authentication or attempts to access unauthorized data or functions.
140. Describe your development practices in place to prevent security vulnerabilities. This could include programming standards, employee training, code walkthroughs, and testing.
141. Has your system ever been compromised – hacking attempts or security vulnerability? Describe.

RFP QUESTIONS - IMPLEMENTATION

142. Describe company's steps to ensure successful implementation of a Consortium member account.
143. Describe the training plan for implementation, and any provision for institutions with multiple locations. Is there a charge for training?
144. Does implementation include marketing?
145. Is training available for new users after implementation? If so, what is the charge for this training?

Exhibit G: Data Privacy and Security

In the course of performing the activities that are the subject of this RFP, your organization and personnel may access, collect, receive, maintain, distribute, process, store, use, transmit, dispose of, and otherwise handle or be exposed to sensitive institutional data of Consortium Members (hereafter, “data activities”), including but not limited to: Social Security Number, date of birth, credit card numbers. The data may be in hard copy (paper) and/or electronic format.

1. Please describe the measures your organization and personnel will take to ensure that:

- a. all data activities are performed in a sufficiently secure manner to protect against reasonably anticipated threats or hazards to the security or integrity of such data, and to prevent unauthorized access to or use of the data;
- b. all data activities involving Consortium Member institutional data are performed in accordance with all applicable laws and Consortium Members policies, as well as prevailing commercial best practices with regard to the type(s) of data involved. These include but are not limited to:
 - (i) The Safeguards Rule of the Financial Services Modernization Act of 1999 (Gramm-Leach-Bliley or GLB);
 - (ii) The Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Rules;
 - (iii) The Family Educational Rights and Privacy Act (FERPA);
 - (iv) The Payment Card Industry Data Security Standards (PCIDSS);
 - (v) The Fair and Accurate Credit Transaction (FACT) Act of 2003 and amendments thereof;
 - (vi) Consortium Members Technology Policies;
 - (vii) National Institute of Standards of Technology (NIST) standards found at <http://csrc.nist.gov/publications/PubsFIPS.html> and <http://csrc.nist.gov/publications/PubsByLR.html>.
- c. you are able to detect and respond to security breaches that may expose Consortium Members institutional data to unauthorized access or use;
- d. as applicable, you have a written program in place to identify, detect, and address warning signs of identity theft, pursuant to the FACT Act and corresponding “Red Flag Rules;”
- e. you conduct regular internal security tests and/or audits including vulnerability scans, application security assessment scans and penetration tests conducted by personnel or contractors with appropriate expertise;
- f. you are able to promptly discover and respond to publicly-known software bugs or other security threats that may expose Consortium Members institutional data to risk of unauthorized access or use;
- g. you retain, and can provide to Consortium Members on request, authentication and other relevant system logs for a minimum of 60 days to facilitate the investigation of security incidents;
- h. your organization and personnel will not disclose to any third party any Social Security Numbers received or obtained from Consortium Members, except (i) as

- required by state or federal law or a valid court order or (ii) with prior written authorization from Consortium Member;
- i. your organization will notify Consortium Members immediately in the event of a breach of your electronic or paper records systems that reasonably appears to have resulted in the disclosure or exposure of Consortium Members institutional data, and cooperate fully with Consortium Member's efforts to investigate the incident and to provide notice as appropriate to the individuals whose data was involved and to others as required by law or deemed appropriate by Consortium Members;
 - j. Consortium Members institutional data is only accessed and used for the purpose of performing the activities that are the subject of this RFP, and will not be used for targeted marketing purposes;
 - k. Consortium Members institutional data is only accessed and used by those personnel within your organization, or approved subcontractors, who require access to perform activities that are the subject of this RFP;
 - l. Consortium Members institutional data will not be shared with any third party except as required by state or federal law or a valid court order, or with prior written consent from Consortium Member and the individual(s) whose personal records would be disclosed; and
 - m. your personnel and approved subcontractors understand, accept, and have received appropriate instruction regarding their obligations to handle Consortium Members institutional data with the proper security as described above, and all such personnel and subcontractors will have read, understood, accepted, and received appropriate instruction as to how to comply with, the data protection provisions reflected in this RFP and the ultimate agreement between your organization and Consortium Members.
2. Please provide a copy of all policies and procedures within your organization that relate to the measures described in #1 above.
 3. Please provide the name(s) and contact information for the person(s) responsible in your organization for electronic and paper records security.
 4. Please see the worksheet, "[REN-ISAC HECVAT Tool](#)", (full version) to provide details regarding your information management systems and practices. Label this worksheet "Exhibit H, Data Security Response Form"

Exhibit I: Work Process Steps

Service Description:

1. Criminal Records Search
 - a. County Criminal Records Search
 - i. Steps to Obtain Information
 - ii. Standard Turnaround Time (# of Hours)
 - iii. Sources Used
 - iv. Title of Responsible Person
 - b. Statewide Criminal Records Search
 - i. Steps to Obtain Information
 - ii. Standard Turnaround Time (# of Hours)
 - iii. Sources Used
 - iv. Title of Responsible Person
 - c. National Criminal Database Search
 - i. Steps to Obtain Information
 - ii. Standard Turnaround Time (# of Hours)
 - iii. Sources Used
 - iv. Title of Responsible Person
 - d. Federal Criminal Records Search
 - i. Steps to Obtain Information
 - ii. Standard Turnaround Time (# of Hours)
 - iii. Sources Used
 - iv. Title of Responsible Person
2. Social Security
 - a. Social Security Trace
 - i. Steps to Obtain Information
 - ii. Standard Turnaround Time (# of Hours)
 - iii. Sources Used
 - iv. Title of Responsible Person
 - b. Social Security Validation (Death Master)
 - i. Steps to Obtain Information
 - ii. Standard Turnaround Time (# of Hours)

- iii. Sources Used
 - iv. Title of Responsible Person
3. National Sex Offender Registry
 - a. Steps to Obtain Information
 - b. Standard Turnaround Time (# of Hours)
 - c. Sources Used
 - d. Title of Responsible Person
 4. EPLS/SAM/Healthcare Sanctions
 - a. Steps to Obtain Information
 - b. Standard Turnaround Time (# of Hours)
 - c. Sources Used
 - d. Title of Responsible Person
 5. Credential/Education Verification
 - a. Steps to Obtain Information
 - b. Standard Turnaround Time (# of Hours)
 - c. Sources Used
 - d. Title of Responsible Person
 6. Credential Monitoring
 - a. Steps to Obtain Information
 - b. Standard Turnaround Time (# of Hours)
 - c. Sources Used
 - d. Title of Responsible Person
 7. Employment History Verification
 - a. Steps to Obtain Information
 - b. Standard Turnaround Time (# of Hours)
 - c. Sources Used
 - d. Title of Responsible Person
 8. Professional License Verification
 - a. Steps to Obtain Information
 - b. Standard Turnaround Time (# of Hours)
 - c. Sources Used

d. Title of Responsible Person

9. Professional References

a. Steps to Obtain Information

b. Standard Turnaround Time (# of Hours)

c. Sources Used

d. Title of Responsible Person

10. Bankruptcies, Liens & Judgements

a. Steps to Obtain Information

b. Standard Turnaround Time (# of Hours)

c. Sources Used

d. Title of Responsible Person

11. Real Property Search

a. Steps to Obtain Information

b. Standard Turnaround Time (# of Hours)

c. Sources Used

d. Title of Responsible Person

12. Medical License Verification

a. Steps to Obtain Information

b. Standard Turnaround Time (# of Hours)

c. Sources Used

d. Title of Responsible Person

13. Medicare Fraud Search

a. Steps to Obtain Information

b. Standard Turnaround Time (# of Hours)

c. Sources Used

d. Title of Responsible Person

14. Workers Compensation Verification

a. Steps to Obtain Information

b. Standard Turnaround Time (# of Hours)

c. Sources Used

d. Title of Responsible Person

15. Motor Vehicle Report

- a. Steps to Obtain Information
- b. Standard Turnaround Time (# of Hours)
- c. Sources Used
- d. Title of Responsible Person

16. Military Search

- a. Steps to Obtain Information
- b. Standard Turnaround Time (# of Hours)
- c. Sources Used
- d. Title of Responsible Person

17. Honors and Awards Verification

- a. Steps to Obtain Information
- b. Standard Turnaround Time (# of Hours)
- c. Sources Used
- d. Title of Responsible Person

18. Credit Report

- a. Steps to Obtain Information
- b. Standard Turnaround Time (# of Hours)
- c. Sources Used
- d. Title of Responsible Person

19. Global Watch Alert (Prohibited Parties)

- a. Steps to Obtain Information
- b. Standard Turnaround Time (# of Hours)
- c. Sources Used
- d. Title of Responsible Person

20. Fingerprinting

- a. Steps to Obtain Information
- b. Standard Turnaround Time (# of Hours)
- c. Sources Used

- d. Title of Responsible Person

21. Drug Screening

- a. Steps to Obtain Information
- b. Standard Turnaround Time (# of Hours)
- c. Sources Used
- d. Title of Responsible Person

22. Commercial Driver's License Information System (CDLIS)

- a. Steps to Obtain Information
- b. Standard Turnaround Time (# of Hours)
- c. Sources Used
- d. Title of Responsible Person

23. GSA/OIG Excluded & Prohibited Parties

- a. Steps to Obtain Information
- b. Standard Turnaround Time (# of Hours)
- c. Sources Used
- d. Title of Responsible Person

24. Driving Records

- a. Steps to Obtain Information
- b. Standard Turnaround Time (# of Hours)
- c. Sources Used
- d. Title of Responsible Person

25. International Criminal Searches

- a. Steps to Obtain Information
- b. Standard Turnaround Time (# of Hours)
- c. Sources Used
- d. Title of Responsible Person

26. International Employment and Education Verification

- a. Steps to Obtain Information
- b. Standard Turnaround Time (# of Hours)

- c. Sources Used
- d. Title of Responsible Person

27. I-9 Services

- a. Steps to Obtain Information
- b. Standard Turnaround Time (# of Hours)
- c. Sources Used
- d. Title of Responsible Person

28. E-Verify Services

- a. Steps to Obtain Information
- b. Standard Turnaround Time (# of Hours)
- c. Sources Used
- d. Title of Responsible Person

Package or Bundled Report Rates:

- A. Products include: Drug Screening – 5 panel (Amphetamines, Cocaine, Marijuana, Opiate)
 - a. Steps to Obtain Information
 - b. Standard Turnaround Time (# of Hours)
 - c. Sources Used
 - d. Title of Responsible Person
- B. Products include: Drug Screening – 10 panel (Amphetamines, Cocaine, Marijuana, Opiate, Phencyclidine [PCP], Barbiturate, Benzodiazepine, Propoxyphene, Methadone, Fentanyl)
 - a. Steps to Obtain Information
 - b. Standard Turnaround Time (# of Hours)
 - c. Sources Used
 - d. Title of Responsible Person

List Below Other Products or Packages Offered:

29. _____
- a. Steps to Obtain Information
 - b. Standard Turnaround Time (# of Hours)
 - c. Sources Used
 - d. Title of Responsible Person
30. _____

- a. Steps to Obtain Information
- b. Standard Turnaround Time (# of Hours)
- c. Sources Used
- d. Title of Responsible Person

31. _____

- a. Steps to Obtain Information
- b. Standard Turnaround Time (# of Hours)
- c. Sources Used
- d. Title of Responsible Person

32. _____

- a. Steps to Obtain Information
- b. Standard Turnaround Time (# of Hours)
- c. Sources Used
- d. Title of Responsible Person

33. _____

- a. Steps to Obtain Information
- b. Standard Turnaround Time (# of Hours)
- c. Sources Used
- d. Title of Responsible Person

Exhibit J: Supplier Diversity Information

Proposers in this RFP are required to return with the appropriate Supplier Diversity Information provided. (Please see RFP Section 5.10)

This information is not applicable to my business, firm or corporation.

The Consortium encourages Proposers in this RFP to become involved in our Supplier Diversity Program.

The Supplier Diversity Program tracks businesses that qualify as Minority (MBE), Small Disadvantaged Business (SDB), Women-Owned Business Enterprises (WBE), HubZone, or Veteran Owned Business Enterprises.

To qualify as one of the above business classifications, your company must be at least 51% owned, controlled and actively managed by a person in one of the categories listed above.

State your company's status:

_____	Small Business	_____	WBE
_____	SDB	_____	HubZone
_____	MBE	_____	Historically Black
_____	Service Disabled	_____	College/University
_____	Veteran Owned	_____	Veteran Owned
_____	Social Program	_____	Ohio EDGE
_____	Supplier	_____	Program

- PLEASE ATTACH CERTIFICATION WITH COMPLETED FORM -

Does the Proposer's business currently have a Supplier Diversity Program in place?

Yes _____ No _____

If the Proposer answered "yes", please provide the name and telephone number of the Proposer's Program Coordinator _____

Identify any and all Second Tier Business Relationships or First Tier Business Relationships
Proposer has with Minority, Women, and Disadvantaged Owned and operated businesses.

(1st Tier is defined as -- Any supplier, regardless of type or size, which has a direct contract with Consortium. 2nd
Tier is defined as -- Any supplier, regardless of type or size, which is contracted through a 1st tier supplier to
Consortium.)

Name: _____

Signature: _____

Title: _____

Company: _____

Date: _____

Exhibit K: Proposer Memo of Interest

Big Ten Academic Alliance Consortium

RFP No. 205

Background Check Services

Upon receipt of this Request for Proposal, please send an acknowledgement of receipt of the RFP materials by filling out this form, scan and email to: yalcinda@msu.edu and yelselic@msu.edu in copy.

To ensure timely receipt of any and all addenda, this Memo of Interest shall be completed and returned by July 22, 2024.

Please note, all questions regarding the content and specifications of the RFP must be submitted via email to yalcinda@msu.edu and yelselic@msu.edu in copy, by August 5, 2024.

Check appropriate box below:

- Will be submitting a response to this RFP.
- Will NOT be submitting a response to this RFP. However, please keep our company in mind for future solicitations for this product or service.
- Will NOT be submitting a response to this RFP. Please remove our name from the potential bidder list for this product or service.

Company Name: _____

Authorized Contact Name: _____

Authorized Contact Title: _____

Authorized Signature: _____

Phone: _____

Fax: _____

Email: _____

Date: _____