



COUNTY OF LAKE

Request for Proposal (RFP)
for

Law Enforcement Employee and Volunteer Pre-employment Background Investigations

Issued: December 27, 2010

By:

Brian L. Martin
Lieutenant

DUE DATE AND TIME: January 26th, 2011 at 5PM (PST)

PROPOSAL TITLE: "Background Services"

You are invited to submit proposals in accordance with the requirements of this solicitation, which are contained herein.

**Mail or Delivery: County of Lake
Sheriff's Office
1220 Martin St
Lakeport, CA 95453**

1. Purpose

The County of Lake is soliciting proposals from qualified consultants to provide background investigation services to the Lake County Sheriff's Department (the "Department") on an intermittent as-needed basis. Said services shall be in accordance with the objectives, assumptions and requirements specified in the following Scope of Work. The purpose of these investigations is to determine suitability for employment, suitability for access to department facilities, and suitability for access to department information systems. Background Investigations on employment applicants are to be conducted in accordance with California Commission on POST regulations.

It is the intent of the Department to select the Consultant who is most qualified in all aspects, including scope, availability and quality of services, reputation, and price. Multiple and/or partial awards may be issued if doing so would be in the best interest of the Department.

The successful Consultant will be expected to work closely with the designated Department representative to administer an effective and efficient program. Additionally, the selected Consultant must comply with all applicable laws and regulations including, but not limited to, California Business and Professions Code 37520 (**which requires a Private Investigators License for this work**) and the Investigative Consumer Reporting Act, CA Civil Code Section 1786.

The Consultant shall provide services to the Department as described herein which includes, but is not necessarily limited to, the provision of background investigation procedures and reports for all Department positions including law enforcement, volunteer, civilian, and contractual positions.

2. Background:

The Lake County Sheriff's Department (the "Department") is responsible for general law enforcement operations throughout the County of Lake in all unincorporated areas. The Department is responsible for maintaining a correctional facility and housing inmates that are serving court imposed sentences, or awaiting criminal proceedings. The Department provides court security services, patrols the waterways of Lake County, and engages in various law enforcement functions.

3. General Process:

3.1 Registration and Inquiries: Proposers must register with the Department by January 14, 2011 at 5 PM to receive any amendments or other communications regarding this RFP. Proposers failing to register assume complete responsibility in the event that amendments or other communications are issued. To register or make inquiries regarding this RFP, contact:

Lieutenant Brian Martin

Lake County Sheriff's Department

1220 Martin Street

Lakeport, CA 95453

Telephone: (707) 262-4200

Proposers may contact only the individual identified above and are specifically directed not to contact other Departmental or County personnel for meetings, conferences, or other technical discussions related to the RFP. No questions will be answered by other Departmental or County staff. No communication is to be had with any other County employee regarding this Request for Proposal.

Answers to questions received that would change and/or clarify this solicitation will be provided in writing to all firms that have registered with the Department.

The Department reserves the right to decline to respond to any questions if, in the assessment of the Department, the information cannot be obtained and shared with all prospective proposers in a timely manner.

3.2 Proposer's Conference:

The Department does not intend to hold a proposer's conference for this RFP. However, if the Department deems necessary to hold a conference, all registered proposers will be notified in writing.

3.3 Time Table:

Proposals are due to the Department representative named in section 3.1 no later than 5 PM, Friday, January 26, 2011.

4. **Format and Submission of Proposals**

4.1 Proposal Compliance: In order to enable direct comparison of competing responses, you must submit your Proposal in conformity to the requirements stated herein. Failure to adhere to all requirements may result in your Proposal being disqualified as non-responsive.

4.2 Proposal Deadline: All Proposals must be received no later than the date and time and at the location specified on the Title page. Proposals received after this time and date will not be considered.

4.3 Proposal Content: Please assemble your Proposal in the following order.

- a. **Cover Letter:** A standard business letter must be included which represents your agreement to supply the requested goods and/or services detailed in the RFP.
- b. **Company Profile:** Provide a brief history of your company, a general description of your services and qualifications, and an executive summary of your response. Content should be no more than two pages.
- c. **Project Understanding and Approach:** Provide an overview of your understanding of the needs of the department, and understanding of the services to be provided and your approach to the work.

- d. **Scope of Work:** Provide your specific proposal to address the Scope of Work outlined in Section 6 below. At the very least, this should describe in detail how the service shall be provided and include a description of major tasks and subtasks. Include also, a proposed time-line for completing the work and sample studies. If applicable, describe expected use of subcontractors.
- e. **Pricing:** Your proposal shall include the firm's most competitive labor and expense rate schedule which provides hourly labor rates for the firm's standard positions, along with the firm's policies on expense charges. Using the rate schedule, provide breakdown of the cost proposal, allocated by position and task. All prices submitted are non-binding at this stage of the procurement process and are subject to negotiation.

Finally, provide a general description of your firm's preferred approach to contracting for your services, including your preferred contract type and compensation schedule.

- f. **Distinguishing Features:** Highlight the main features that distinguish your company from your competition relative to this solicitation. This is also where you should specify the date by which you commit to have completed the study.
- g. **References:** Provide a minimum of three references wherein you have provided similar services in the last 24 months. Each reference to include company name, address, telephone number, contact, date of work, and approx. dollar value of the services rendered.

Provide a copy of a redacted work product that would exemplify the work your organization would produce.

- 4.4 **Proposal Submission:** Submit to the appropriate location specified on the Title Page (either by mail or delivery), five (5) complete copies of your Proposal in a sealed container, clearly marked on the outside with your company name and return address, the RFP Title and the due date. Faxed proposals will not be considered.

5. Evaluation Process

- 5.1 **Evaluation Panel:** Proposals may be evaluated by a panel of current County employees and members of the public. The sole purpose in the evaluation process is to determine which one serves the County's best interest. The panel's recommendation will be submitted to the Board of Supervisors, or its designee, for consideration. Any final analysis or weighted point score (if any) does not imply that one Respondent is superior to another, but simply that in the panel's judgment, the Respondent selected appears to offer the best overall solution for the County's current and anticipated needs.
- 5.2 **Investigation:** Submittal of a proposal authorizes us to investigate without limitation the background and current performance of your company and your present staff. Discovery of any material misstatement of fact may lead to disqualification of a proposal or to cancellation of any resulting Contract.
- 5.3 **Acceptability:** We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.

- 5.4 Award Criteria: Proposals will be evaluated in relation to all aspects of this Request. Nevertheless, additional weight will be given to the following criteria:
- a. Your responsiveness to this RFP.
 - b. Your previous performance in providing said service.
 - c. Evaluation of cost in relationship to the foregoing criteria.
 - d. Our perception of your understanding of our objectives and our desired products and ability to provide quality assurance, as evidenced by your Proposal, and possibly by interviews with you.
- 5.5 Selection Procedures: After the proposals have been evaluated, they shall be ranked pursuant to their relative qualitative or placement scores. The County is not obligated to select the highest ranked proposal as ranking serves only to identify a starting point for negotiations. Such negotiations may consider a Consultant's availability, ability to meet any County timelines, and willingness to negotiate an acceptable price or any other criteria deemed to be in the County's best interest. Said negotiations shall begin with the firm offering the highest ranked proposal, subject to the following limitations:
- a. If a proposal from local business (or from a joint venture wherein proposed local business participation is 40% or greater) has a qualitative evaluation or placement score that is 90% or greater of the qualitative or placement score of the highest ranked proposal, negotiations shall begin with the local business as long as, in the majority opinion of the Committee members, the local proposal could provide the professional services without compromise to the satisfactory performance of the services required. This paragraph shall not apply when application of a local or geographical preference is explicitly prohibited by State or federal law or regulation.
 - b. If a lower cost proposal has a qualitative evaluation or placement score that is 90% or greater of the qualitative or placement score of the highest ranked proposal, negotiations will still begin with the firm offering the highest ranked proposal, but the cost of the lower priced proposal shall serve as a benchmark for such negotiations

6 Scope of Work:

The following items will be part of the scope of work for this project. However, this list may not be exhaustive and could be expanded to meet future needs and/or legal requirements or standards.

1. Review of Personal History Statement and a determination made as to whether any conflicts exist with any other information provided by either the candidate or developed in the course of the background investigation;
2. Conduct introductory interviews with each assigned candidate prior to commencement of the formal background investigation. Before each interview, the Department will provide Consultant with background data on each candidate;
3. Review of the Pre-Investigative Questionnaire (PIQ) and the follow-up deemed necessary in response to candidate answers to PIQ questions;
4. Confirmation of educational history and education documents provided by candidate. Confirmation will ensure that candidates for Peace Officer meet the

minimum qualifications outlined in POST Commission Regulation 9053(e)(5) and Government Code section 1031(e);

5. Provide coordination of fingerprint checks on applicants through DOJ via live-scan;
6. Receipt and review of Citizenship documents (if relevant) provided by candidate. Documents that will be acceptable will be certified copies, or copies that are noted to be copies of original documents of Official US Birth Certificate, or US Passport, or US Citizenship Documentation, or Naturalization Documentation;
7. Employment history verifications, including review of personnel files and Internal Affairs files (if relevant). This documentation will include proof of verification of employment history of the applicant for the previous ten years. A reasonable effort to contact all employers during the past 10 years is required;
8. Residential canvassing with contact of current neighbors, and when practical, past neighbors;
9. Receipt and review of marriage and divorce documents that includes copies of court issued divorce decrees and official marriage licenses;
10. Spousal interviews with documentation to verify such interviews are required. Any areas of concern are to be documented during the investigation;
11. Local law enforcement agency inquiries relevant to each candidate. Record checks from agencies serving jurisdictions where the individual has lived, worked, attended school, or had other extended stays must be contained in the file. The inquiries and responses should be appropriate to the position being sought. Specific names of agencies checked should be identified. Returned letters from these agencies (on letterhead) are the best evidence of compliance with this requirement. If an agency does not provide a written return, it should be noted in the investigation narrative that the agency was checked;
12. Perform investigations with respect to applicants' online lives and history via social networking sites, blogs, and similar internet-based services;
13. Conduct a "clarification interview" with candidate in response to any significant information developed as a result of the background investigation which is in conflict with information provided by the candidate;
14. Explore and investigate any concerns uncovered during the introductory interview, as well as any information developed during the course of the formal background investigation;
15. Notify the Department when significant information or concerns are found which cast a serious question as to the suitability of a candidate and assist in the determination as to whether to proceed with the background investigation and prepare Summary Investigative Reports when a candidate is deemed "disqualified" based on POST background investigation standards;
16. At the conclusion of each background investigation, prepare a Background Investigation Narrative Report, using Microsoft Word, structured in the format prescribed by the Department.
17. When required by summons or other legal processes, or at the request of the Department, provide legal testimony on the background investigation services provided under the agreement;
18. Be available for and participate in meetings, trainings, and presentations as deemed necessary by the Department.

19. Provide other tasks deemed necessary and requested by the Department and in conformance with the scope of work of the agreement.

All work shall be completed in conformance with the guidelines and standards as set out in the California POST Background Investigation Manual and Background Investigation Course (POST.TDB 01002). Additional information can be found on the following websites:

<http://www.post.ca.gov/selection/bim/bi-manual.asp>

<http://www.post.ca.gov/Publications/PublicationsList/Default.asp?flaq=l&letter= B#alphamenu>

The Consultant should be able to provide background investigative services after normal business hours and on weekends and holidays. All travel by the selected Consultant must be pre-approved, in writing, by the Department or his designee. Additionally, travel expenses incurred will be reimbursed in accordance with the Lake County Travel Policies and Procedures.

Consultants with multilingual capabilities are highly desired.

Background Investigation services shall not include either medical or psychological examinations.

5.6 Standard RFP Terms and Conditions

By your submission of a proposal, you agree to be bound by the following conditions:

- 7.1 To the fullest extent allowed by law, RFP's will not be public record until discussion and negotiations with Respondent have been completed, as such premature disclosure would jeopardize the County's and the Respondents negotiating interests. If any proposal contains trade secrets or other information that is confidential or proprietary by law, Respondent shall label all such pages with a stamped annotation such as: "**CONFIDENTIAL-PROPRIETARY TRADE SECRETS, DO NOT DISCLOSE**", and further, provide written notification to the County of its request to keep said information confidential. A Respondent's request for confidentiality must be made in writing and enclosed in the envelope containing the proposal. The proprietary or confidential data must be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- 7.2 The County reserves the right to cancel this RFP at any time, even after opening of proposals.
- 7.3 County is not liable for any costs incurred by Proposer in the preparation, presentation or in any other aspect of the Proposal.
- 7.4 Disposition of Proposal(s) and Contract Award:
 - a. All proposals shall become the property of Lake County.
 - b. Failure to furnish all information requested in this RFP or to follow the proposal format may disqualify a proposal.
 - c. County reserves the right to accept or reject all or any part of any proposal, waive immaterial defects, informalities, irregularities, negotiate with all

qualified Respondents, and award the contract to the firm or individuals, who, in the sole judgment of the County, best serves the interests of the County. The County may terminate negotiations if, in its opinion, they are unsuccessful and begin negotiations with other respondents.

- d. A response to this RFP is an offer to contract with the County based upon the terms, conditions, scope of work and/or specifications contained herein. County shall have no contractual or other obligation to a Respondent under any successfully negotiated contract until the contract has been approved and signed by both parties. The contents of the proposal submitted by the successful Respondent and this RFP will become part of any contract awarded.
 - e. Issuance of this RFP in no way constitutes a commitment by the County to procure or contract for the articles of goods or services solicited.
 - f. Proposers may be required before the award of any contract to show, to the complete satisfaction of the County, the necessary facilities, ability, and financial resources to provide the services specified in a satisfactory manner.
- 7.5. Respondent shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this Request and any subsequent Contract, unless such damages, loss, injury or death is caused solely by the negligence of County.
- 7.6. Default by Respondent: In case of default by the successful Respondent, Lake County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Respondent, the difference between the price named in the Purchase Order, Contract, or Agreement with said Respondent and the County's subsequent cost to obtain substitute articles or services. Prices paid by the County must be considered the prevailing market price at the time such purchase is made.
- 7.7. Lake County reserves the rights to amend, alter, or change the rules and conditions contained in this RFP prior to the deadline for submission and to request additional data after the deadline. If it becomes necessary to do so, an addenda or supplements to the RFP will be issued and shall become a part of the RFP. The County is not responsible for any other explanation or interpretation. It is the responsibility of the Respondent to ensure that he/she has received all addendums and/or supplements prior to submitting a proposal.
- 7.8. It is the County's intent that this Request for Proposal (RFP) permit competition. It shall be the Respondent's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the County not later than ten (10) days prior to the date set for acceptance of proposals.
- 7.9. Errors and Omissions: If prior to the date fixed for submission of proposals, a respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its exhibits, it shall immediately notify the designated

County contact of such error in writing and request modification or clarification. Modifications and clarifications will be made by written addenda and distributed to all parties who have been furnished or who have requested the RFP.

- 7.10. Security and Confidentiality: To preserve the integrity of the security and confidentiality measures integrated into County operations, any Respondent required to come in contact with confidential County information in order to respond to this RFP and/or to perform the services solicited, may be required to sign and submit a Confidentiality Statement. Successful Respondent's personnel and/or subcontractors who may require periodic access to secured areas within the County, may be required to wear security identification badges. Badges will be issued to individuals only after satisfactory completion of a background check. Any such confidentiality and/or security measures will be part of the contract.
- 7.11. Insurance: Successful Respondent agrees to comply with the County's standard insurance provisions. A sample contract, which details the insurance provisions is available on request.
- 7.12. Governing Laws: The laws of the State of California will govern any purchase order entered into between the County and the selected Respondent.
- 7.13. Each Respondent shall inform himself of, and the successful Respondent awarded a contract shall comply with, State and local laws, statutes, regulations, ordinances and generally accepted industry standards relative to the execution of the material supplied or work performed. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.
- 7.14. This RFP supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter.
- 7.15. The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.