

Purchasing Department

PO Box 750416

Dallas, TX 75275

Section 1

Introduction

1.1 Background

As a private, comprehensive university enriched by its United Methodist heritage and partnership with the Dallas-Fort Worth area, SMU seeks to enhance the intellectual, cultural, technological, ethical, and social development of a diverse student body. SMU offers undergraduate programs centered on the liberal arts and excellent graduate, professional, and continuing education programs. The SMU experience also includes accessible faculty in small classes and abundant opportunities for research experience, international study, leadership development, and service and internship opportunities beyond campus – all with the goal of preparing students to become contributing citizens and leaders for our state, nation and world.

SMU has over 12,000 students studying in eight degree-granting schools: Cox School of Business, Dedman College of Humanities and Sciences, Meadows School of the Arts, Bobby B. Lyle School of Engineering, Dedman School of Law, Annette Caldwell Simmons School of Education and Human Development, Perkins School of Theology, and Moody School of Graduate and Advanced Studies.

Founded in 1911 by what is now The United Methodist Church, SMU is nonsectarian in its teaching and committed to academic freedom and open inquiry. SMU is managed by a Board of Trustees that includes civic, business, education, and religious leaders who represent various faiths and geographic areas.

1.2 Purpose

The purpose of this Request for Proposal (RFP) is to provide guidelines as to what SMU is looking for in a Background Check Services vendor, and to solicit proposals from companies with an interest in providing world class professional services for the Human Resources department. Final companies selected will enter into a Preferred Provider Contract with SMU.

A basic 12-month term will be established with the option to extend, as determined by the SMU Purchasing department and Human Resources department. Extension options will be exercised as long as service and quality remain excellent and pricing competitive. Consideration will also be given for a discounted multi-year option.

1.3 RFP Schedule

Issue Request for Proposals	Tuesday, September 3
Last Day for Questions by 5:00 PM	Wednesday

Proposals must be received by 3:00 PM CST on or before Friday, September 20, 2024.

Proposal delivery address:

Electronic

harmony@smu.edu

Section 2

RFP Proposal Content Requirements

All companies submitting proposals should include a comprehensive response to items as specified in the RFP document and Scope of Work. Proposals are required to follow the exact order as provided in the RFP document and reference the appropriate section identification when responding to questions or providing company information. Proposals shall be prepared according to the following

Section 4

Scope of Work

This request for proposal is for services for criminal background checks, motor vehicle checks, financial checks, and miscellaneous screenings for SMU on an as-needed basis.

The Vendor will be responsible for:

- Criminal Background Checks (Misdemeanor and Felony)
 - If state and local law permits, felony criminal checks dating back indefinitely
 - If jurisdiction and local law permits, misdemeanor criminal records at a minimum 7-year reporting.
- Motor Vehicle Checks
- Financial/Credit Checks
- Social Security Number Validation and Trace
- National Sex Offender Registry Check
- Ad-hoc screenings as necessary, including, but not limited to: Active/Open Warrant Search, Global Civil Records Search, Social Media Search, Reference Checks, Education Verification, Employment Verification, Terrorist Watchlists, Professional License Verification, Military Record, Passport Verification, Global Employment Eligibility Verification, etc.

Section 5

Requirements

Vendor Requirements

- Vendor should be a company engaged in the business of providing criminal background checks for pre-employment screening for a minimum of 5 years.
- Must be licensed in the State of Texas to conduct background checks.
- Vendor must be able to integrate into existing Applicant Tracking System, Taleo, an Oracle product.
-

- System must be paperless and fully automated. Must provide methodology for both SMU representatives and applicant to submit a request and authorization online. Emails, communications and authorization forms must be customizable. Vendor may be asked to demonstrate the online process.
- Invoices should be provided electronically on a monthly basis. Invoices should include only those background checks that are completed and have been provided to the SMU. Invoice should contain pricing details that can be sorted by applicant, type, department, requestor, and date.

Report Information

- Background report shall include, but not be limited to:
 - Date of Request.
 - SMU's representative that is requesting information.
 - Applicant's name, Social Security number, and date of birth.
 - Type of records searched (County, State, Federal, etc.)
- County Criminal:
 - Jurisdictions searched.
 - Conviction and deferred adjudication information by jurisdiction.
 - Time period (date range) covered in search for each type of record.
 - Case number, name of offense, date of offense and its disposition.
 - Level of offense (misdemeanor, felony, etc.).
- Federal Criminal:
 - Jurisdictions searched.
 - Conviction and deferred adjudication information by jurisdiction.
 - Time period (date range) covered in search for each type of record.
 - Case number, name of offense, date of offense and its disposition.
 - Level of offense (misdemeanor, felony, etc.).
- Nationwide Wants and Warrants:
 - To include all active warrants nationwide.
- Sex Offender/Statewide:
 - Jurisdictions searched.
 - Conviction and deferred adjudication information by jurisdiction.
 - Time period (date range) covered in search for each type of record.
 - Case number, name of offense, date of offense and its disposition.
 - Level of offense (misdemeanor, felony, etc.)
- National Sex Offender Registry
 - Jurisdictions searched.
 - Conviction and deferred adjudication information by jurisdiction.
 - Time period (date range) covered in search for each type of record.
 - Case number, name of offense, date of offense and its disposition.
 - Level of offense (misdemeanor, felony, etc.)
- Motor Vehicle Record Check:
 - Type of class of driver's license.
 - Restrictions.
 - Violations.
 - Convictions and deferred adjudications.
 - License Revocations.

- Accidents.
- National Crime File Search (County, State and Federal)
 - Jurisdictions searched.
 - Conviction and deferred adjudication information by jurisdiction.
 - Time period (date range) covered in search for each type of record.
 - Case number, name of offense, date of offense and its disposition.
 - Level of offense (misdemeanor, felony, etc.)
- Multi-State Sex and Violent Offender Search
 - Jurisdictions searched.
 - Conviction and deferred adjudication information by jurisdiction.
 - Time period (date range) covered in search for each type of record.
 - Case number, name of offense, date of offense and its disposition.
 - Level of offense (misdemeanor, felony, etc.)
- Past Address History:
 - All past addresses for seven (7) years.
- Financial Check:
 - Standard reports as obtained from any Credit Union, TRW, Chilton, or TransUnion or any other comparable reporting agency.
- Employment Verifications:
 - Name, address and telephone number of company.
 - Dates of employment.
 - Title and position.
 - Salary, as available.
 - Circumstances of termination, if available.
 - Eligibility for rehire, if available.
 - Date and time information was requested.
 - Name and title of person verifying information.
- Education Verification:
 - Name of high school, university or other educational institution.
 - Location address.
 - Type of diploma or degree(s) earned and when.
 - Verify accreditation of university or other educational institution.
 - Number of credit hours.
- Social Security Number Verification:
 - Name.
 - Social Security number.
 - Current and former addresses.

Turnaround Time:

- Vendor shall provide the average and maximum turnaround time, in days/hours, for background check results, and type of report to be provided by Vendor.
- SMU's expectation is seventy-two (72) hours for local background checks and no more than five (5) days for non-local background checks. Local background checks shall be defined as those in Dallas County and all contiguous Counties.

Additional Requirements:

- Vendor must specify where they obtain the information (i.e. courthouse, internet, etc.); courthouse/employers/state records/academic institute.
-

SAMPLE CONTRACT

**TO PROVIDE SERVICES ON AN
ANNUAL BASIS
TO
SOUTHERN METHODIST UNIVERSITY
BY
(CONTRACTOR)**

This Contract to provide services ("the Services") on an Annual Basis (this "Contract") is made by and between Southern Methodist University ("SMU"), a Texas nonprofit corporation, with its principal offices located at 6425 Boaz Lane, Dallas, Texas 75205,

3.4 Contractor must present all invoices to SMU no later than ninety (90) days after completion of Services. Invoices should be sent electronically to invoices@smu.edu.

3.5 Contractor shall not charge SMU for overtime unless authorized by a Contractor Directive. No overtime shall be charged during a week unless SMU requires Contractor to furnish personnel in excess of a Weekly Full Schedule. Contract shall not charge SMU for items other than labor unless specifically authorized by Contractor Directive.

3.6 Contractor agrees to keep full and detailed accounts of costs and exercise such controls as may be necessary for proper financial management under this Contract. SMU shall be afforded access to Contractor's records books, correspondence, instructions, receipts, vouchers, memoranda and other data relating to this Contract for a period of three (3) years after final payment or for such longer period as may be required by law.

ARTICLE 4: CONTRACT DOCUMENTS

The following documents form a part of this Contract and are attached hereto and incorporated herein by reference (including plans, specifications and drawings, if applicable):

<u>Exhibit</u>	<u>Title</u>	<u>Pages</u>
A	Contractor's Proposal/Statement of Services	XX
B	Insurance Requirements	x
C	Primary Location of Business to Receive Invoices and Payments; Designated Persons to Receive Notices, Operational Points of Contact, and Authorized to Sign	x

In the event of a conflict between (i) the provisions of this Contract and the attached Exhibits B and C and any Directive, as completed by SMU, and (ii) the provisions of Exhibit A or any other proposal or bid from Contractor, then the provisions of this Contract, the attached Exhibits B and C, and the Directive, as completed by SMU, will control.

ARTICLE 5: RESPONSIBILITIES OF CONTRACTOR

5.1 By execution of this Contract, Contractor represents that Contractor has visited the SMU premises where Contractor is to perform the Services under this Contract and is familiar with the local conditions under which the Services are to be performed.

5.2 Contractor will be responsible to SMU for the acts and omissions of Contractor's employees, subcontractors, sub-subcontractors, suppliers, volunteers, agents and any other persons performing any part of the Services hereunder. Contractor is responsible for ensuring that all persons performing any part of the Services comply with the obligations of the Contractor set forth in this Contract.

5.3 Contractor will not subcontract any portion of the Services to be performed under this Contract without advance written approval by SMU. Contractor will notify SMU's Representative of the names of any subcontractors, persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Services. Contractor will not contract with any subcontractor, person or entity to which SMU has made reasonable objection. By appropriate written agreement, Contractor will

(a) require each subcontractor, person or entity, to the extent of the Services to be performed, to be bound to Contractor by terms of this Contract, and to assume toward Contractor all obligations and responsibilities which Contractor, by this Contract assumes toward SMU;

(b) allow to each subcontractor, person or entity the benefit of all rights, remedies and redress afforded to Contractor by this Contract; and

(c) require each subcontractor to enter into similar agreements with sub-subcontractors. Contractor will maintain all subcontractor agreements, purchase orders, and certificates of insurance at its offices and upon SMU's request will provide SMU with copies of same.

5.4 Contractor will give notices required by and comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Services, including, without limitation, those bearing on safety of persons and property and their protection from damage, injury or loss. Contractor will obtain and pay for all required permits, licenses and inspections and will pay all governmental fees. Contractor will be responsible for all fines, penalties and other costs resulting from Contractor's failure to meet its obligations under this Contract.

5.5 Contractor will supervise and direct the performance of the Services, using Contractor's best skill and attention. Contractor will be solely responsible for and have control over the means, methods, techniques, sequences and procedures involved in performance of the Services, so long as such are consistent with all specifications of this Contract, and for coordination of all portions of performance of the Services under this Contract, unless otherwise specifically agreed by the parties elsewhere in this Contract.

5.6 Unless otherwise provided in this Contract, Contractor will provide and pay for labor, materials, subcontractors, equipment, tools, machinery, transportation, and other facilities and services necessary for the proper performance of the Services hereunder, whether temporary or permanent. Contractor will certify that materials furnished by it hereunder are free of asbestos, meaning that the materials, if sampled and analyzed, can be determined to contain no asbestos.

5.7 (a) Contractor will enforce strict discipline and good order among Contractor's employees and others performing any part of the Services under this Contract. When not a safety hazard, a photo ID badge must be worn in plain sight by all persons performing any part of the Services under this Contract. Contractor will not permit unfit persons or persons unskilled in the tasks assigned to them to perform any part of the Services hereunder. Contractor will independently verify whether any person assigned to work on SMU property has a record of a conviction of any felony or of a misdemeanor involving alcoholic beverages, animals, assault, computers, controlled substances, criminal mischief, dishonesty, disorderly conduct, explosives, fire alarms, fraud, harassment, indecent exposure, public indecency, public lewdness, riot, stalking or theft ("Misdemeanor") under Texas law or the equivalent under the laws of another jurisdiction. Contractor will also ensure that employment screenings are conducted on all persons who are expected to perform Services, consistent with the duties and responsibilities associated with such individuals' positions, locations of work and other factors. Contractor will not permit any person to perform Services hereunder if Contractor deems such individual to be an unreasonable risk on the basis of the results of such screenings. In addition, Contractor will not permit any person to perform Services on SMU property who has been convicted of any felony or Misdemeanor under Texas law, or the equivalent under the laws of another jurisdiction, without ~~its~~ **its** terms

person performing any part of the Services, should such person pose, in the reasonable judgment of SMU, an immediate threat of harm or nuisance to persons or property.

(b) To the extent required by law, all persons performing any part of the Services will be United States citizens or nationals, lawful permanent residents, or aliens properly authorized to work in the United States.

(c) At SMU's request, Contractor will provide appropriate documentation demonstrating compliance with the requirements of this Section 5.7.

5.8 Contractor warrants to SMU that the Services performed hereunder will be performed in a good and workmanlike manner and that they will conform to the requirements of this Contract. If Contractor provides professional or other expertise for performance of the Services, Contractor warrants that the Services will be performed in accord with the highest appropriate professional and/or

RESULTING FROM, OR RELATING TO CONTRACTOR'S PERFORMANCE OF THE SERVICES HEREUNDER OR OTHER ACTIVITIES OF THE CONTRACTOR, INCLUDING, BUT NOT LIMITED TO:

- (i) CONTRACTOR'S BREACH OF THIS CONTRACT;**
- (ii) ANY CLAIM ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH OF ANY PERSON, OR TO INJURY TO OR DESTRUCTION OF PROPERTY, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE PROPERTY;**
- (iii) ANY LIEN CLAIM OR NOTICE OF LIEN CLAIM ASSERTED BY ANY SUBCONTRACTOR, SUB-SUBCONTRACTOR, SUPPLIER OR EQUIPMENT PROVIDER OF ANY TIER WHO PROVIDES LABOR, MATERIALS OR EQUIPMENT TO THE PROJECT TO CARRY OUT ANY OF THE SERVICES PROVIDED IN THIS CONTRACT, TO THE EXTENT CONTRACTOR HAS BEEN PAID FOR THE SERVICES; OR**
- (iv) THE ACT OR OMISSION OF CONTRACTOR, A SUBCONTRACTOR, SUB-SUBCONTRACTOR, SUPPLIER, OR ANY OTHER PERSON OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY SUCH PARTIES OR FOR WHOSE ACTS OR OMISSIONS THEY MAY BE LIABLE.**

In the event that an Indemnified Party is found by final award to be negligent or at fault at whole or in part, the indemnity and hold harmless obligation of Contractor with regard to attorneys' fees and costs and expenses of any dispute resolution proceeding will be reduced by the percentage of fault or negligence of the Indemnified Party. These obligations will not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 5.16.

(b) INDEMNITY – EMPLOYEE INJURY CLAIMS: INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS. IN ADDITION TO THE INDEMNIFICATION PROVIDED IN SECTION 5.16(a) AND TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WILL INDEMNIFY, DEFEND (WITH COUNSEL ACCEPTABLE TO SMU), AND HOLD2.890 Td 0.002CCENIY,

limitation on amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The obligations of Contractor under this Section 5.16 will survive the expiration of this Contract.

5.14 (a) The

6.7 No waiver of any breach of any provision of this Contract shall operate as a waiver of any other or subsequent breach thereof or of the provision itself, or of any other provision. No provision of this Contract shall be deemed to have been waived unless such waiver is in writing and is signed by

EXHIBIT A
Southern Methodist University
Office of Risk Management
Insurance Requirements of the Agreement
(Third Party Doing Business with SMU) as of 2/15/22

A valid Certificate of Insurance, along with copies of policy provisions and the required endorsements, must be provided to SMU's Office of Risk Management by any person or entity who is (i) providing goods or services to or for SMU, (ii) using SMU property for events, programs or other purposes or (iii) otherwise doing business with SMU (each a "Contractor"). Insurance must be in place prior to commencement or provision of goods or services or the use of property or other business engagement and must be maintained throughout the term of the contract or other agreement or engagement between SMU and the Contractor (the "Contract"), and thereafter. Contractor, at its expense (n)-7 (es14 (v)-3 .24 T)-

EXHIBIT B
PRIMARY LOCATION OF BUSINESS TO RECEIVE NOTICES,
PRIMARY LOCATION OF BUSINESS TO RECEIVE INVOICES AND PAYMENTS
DESIGNATED PERSONS TO RECEIVE NOTICES
OPERATIONAL POINTS OF CONTACT
AND AUTHORIZED TO SIGN

PRIMARY LOCATION OF BUSINESS TO RECEIVE NOTICES:

PRIMARY LOCATION OF BUSINESS TO RECEIVE INVOICES AND PAYMENTS:

OPERATIONAL POINTS OF CONTACT

The parties hereby designate and appoint the following persons to be the operational points of contacts.

For Contractor:

For SMU:

DESIGNATED PERSONS AUTHORIZED TO SIGN:

Unless specifically stated otherwise in the Contract, the following are the designated persons authorized to sign written authorizations or agreements, including but not limited to Change Orders and Directives required by the Contract:

For Contractor: