

ISSUING DEPARTMENT INPUT DOCUMENT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. FB-00543
Contract
 Re-Bid
 Other – Access of Other Entity Contract
 LIVING WAGE APPLIES: YES NO
 Requisition No./Project No.: FB-02110
 TERM OF CONTRACT 5 YEAR(S) WITH YEAR(S) OTR

Requisition /Project Title: Livescan Background Screening Services

Description: The purpose of this solicitation is to establish a contract for the purchase of LiveScan Level 2 Background Screening and Rescreening Services in conjunction with the needs of Miami-Dade County's CAHSD and PROS Departments, on an as needed basis.

Issuing Department: ISD-SPD
 Contact Person: Prisca Tomasi
 Phone: (305) 375-1075
 Estimate Cost: \$300,000
 Funding Source:
 GENERAL
 FEDERAL
 OTHER

ANALYSIS

Commodity Codes: 990-41
 Contract/Project History of previous purchases three (3) years
 Check here if this is a new contract/purchase with no previous history.

	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:	<u>Fieldprint, Inc.</u>	<u> </u>	<u> </u>
Small Business Enterprise:	<u> </u>	<u> </u>	<u> </u>
Contract Value:	<u>\$448,000</u>	<u> </u>	<u> </u>
Comments:	<u>N/A</u>		

Continued on another page (s): YES NO

RECOMMENDATIONS

	<u>Set-Aside</u>	<u>Subcontractor Goal</u>	<u>Bid Preference</u>	<u>Selection Factor</u>
SBE	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Basis of Recommendation: <u> </u>				
Signed: <u>Prisca Tomasi</u>		Date sent to SBD: <u>09/28/2021</u>		
		Date returned to SPD: <u> </u>		

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of LiveScan Level 2 Background Screening and Rescreening Services in conjunction with the needs of the Miami-Dade County Community Action and Human Services Department (CAHSD) and the Parks, Recreation and Open Spaces Department (PROS), on an as needed basis.

2.2 TERM OF CONTRACT

This Contract shall commence on the first calendar day of the month succeeding approval of the Contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The Contract shall expire on the last day of the sixtieth (60th) month.

2.3 METHOD OF AWARD

2.3.1 Group "A" - Non-Federally Funded Services for PROS and CAHSD:

Award of Group A will be made to the lowest priced responsive and responsible vendor. To be considered for award of Group A, the vendor shall offer prices for all items within the group. The County will then select the vendor for award of this group by totaling the extended pricing for each item within the group. If a vendor fails to submit an offer for all items within the group, its offer for the group may be rejected.

2.3.2 Group "B" - Federally Funded Services for CAHSD:

Award of Group B will be made to the lowest priced responsive and responsible vendor. To be considered for award of Group B, the vendor shall offer prices for all items within the group. The County will then select the vendor for award of this group by totaling the extended pricing for each item within the group. If a vendor fails to submit an offer for all items within the group, its offer for the group may be rejected.

2.4 PRICES

2.4.1 The quoted prices shall be deemed to provide full compensation to the vendor for labor, fees and any other element of cost or price.

2.4.2 The prices resultant from this solicitation shall prevail for the term of the contract, except as hereby noted. The County will consider price adjustments, based on changes to Applicant O.R.I. Fees and/or Rescreening Fees, as confirmed by the Florida Department of Law Enforcement. It is the vendors' responsibility to request any price adjustment under this provision. Requests for price adjustment should be submitted to the County's Internal

Services Department's Strategic Procurement Division (ISD-SPD) for consideration. Under no circumstances shall the vendor increase its prices without written approval from the County's ISD-SPD. The County reserves the right to negotiate prices, approve or disapprove price adjustments, or cancel its contract with the vendor, in its best interest.

2.5 MINIMUM REQUIREMENT

Vendor must be qualified to submit fingerprints electronically to the Florida Department of Law Enforcement (FDLE). As such, the vendor must be listed in the FDLE's "List of Applicant Livescan Vendors and Service Providers Who Have Established Submission Approval from FDLE", at the time of Bid Submittal.

2.6 SUBMITTAL REQUIREMENTS

2.6.1 Vendor must be able to provide services at five (5) or more service facilities to accommodate clients from all geographic regions within Miami-Dade County, Florida. Vendor will list its current Miami-Dade service facilities in its Bid Submittal.

2.6.2 Vendor must be able to accept appointment reservations via an Internet web-based system, and/or via telephone. Vendor will provide the web address for its web-based appointment reservations' system and/or, the telephone number for its telephone-based appointment reservations' system, in its Bid Submittal.

2.6.3 Vendor should be regularly and successfully engaged in the business of providing LiveScan Fingerprint Background Screening Services as described in Paragraph 3.2 of this solicitation. Vendor will provide references from customers to whom it has delivered services that are similar to those described in this solicitation, during the last three (3) years. The references should include the customer's entity name, and the name, title, address, telephone number, and e-mail address of the contact person who can verify that the vendor has successfully delivered LiveScan Fingerprint Background Screening Services. These references should ascertain to the County's satisfaction that the vendor has sufficient expertise and success providing the required services.

2.7 DELIVERY

County departments will refer individuals to the awarded vendor for LiveScan Level 2 Background Screening or 5-Year Rescreening Services. The awarded vendor shall perform no services on behalf of the County without a referral from the County. The awarded vendor shall transmit fingerprints to the Florida Department of Law Enforcement (FDLE) within 24 hours of collection. All services shall be delivered in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the awarded vendor; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the awarded vendor. In these cases, the awarded vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the awarded vendor fail to deliver as stated above, the County reserves the right to cancel

the contract on a default basis. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the services elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

2.8 REQUIREMENTS FOR FEDERALLY FUNDED SERVICES (APPLICABLE TO GROUP B)

2.8.1 Compliance with Federal Regulations Due To Use of Federal Funding

Since the goods, services, and/or equipment that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 4 of the United States Code, which addresses Affirmative Action requirements for handicapped workers, is incorporated into this solicitation and any resultant contract by reference.

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement including but not limited to:

- a) Equal Employment Opportunity (EEO) in compliance with Executive Order 11246 as amended and applicable to this contract
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions as applicable to this Contract
- c) Environmental Protection Agency (EPA) as applicable to this contract
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment such notices as many be required by the Dade County Fair Housing and employment Commission, or other authority having jurisdiction over the work setting for the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-100.
- f) Miami-Dade County Code Section 10-38 "Debarment"
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. Seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County

2.8.2 The contract to be awarded under this solicitation will be used by a federally funded agency, the following requirements within this solicitation do not apply to their required services:

2.8.2.1 Section 1 General Terms and Conditions, Paragraph 1.11 - Local Preference

2.8.2.2 Section 1 General Terms and Conditions, Paragraph 1.29 - Office of the Inspector General

2.8.2.3 Section 1 General Terms and Conditions, Paragraph 1.37 - County User Access Program (UAP)

2.8.2.4 Section 1 General Terms and Conditions, Paragraph 1.45 - Small Business Enterprises (SBE) Measures

2.8.2.5 Section 1 General Terms and Conditions, Paragraph 1.46 - Local Certified Service-Disabled Veteran's Business Enterprise Preference

2.9 **INSURANCE REQUIREMENTS** - Replaces Paragraph 1.22 of Section 1 - General Terms and Conditions with the following:

A. The contractor shall furnish to the Vendor Services Section of PMS, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440. Failure to maintain such insurance throughout the term of the contract shall be a cause for debarment under Section 10-38 of the County Code.
2. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than **\$300,000** combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

B. All required insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey or its equivalent, subject to the approval of the County's ISD Risk Management Division

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida", issued by the State of Florida Department of Financial Services.

C. Certificates of Insurance must meet the following requirements:

1. Signature of agent must be included.
2. If Automobile Liability Insurance is required above, insurance must be provided for all of the following vehicles:

- a) Owned
 - b) Non-owned
 - c) Hired
3. If General or Public Liability Insurance is required above, Certificate of Insurance must show Miami-Dade County as an additional insured for that coverage.
4. Certificate Holder must read exactly as presented below:

Miami-Dade County
111 N.W. 1st Street, Suite 2340
Miami, FL 33128-1974

- D. Compliance with the requirements in this Section shall not relieve the successful Bidder of its liability and obligation under this, or under any other, section of the Contract. The successful Bidder shall provide to the County the insurance documents within ten (10) business days after notification of recommendation to award. If the certificate submitted does not include the coverages outlined in the terms and conditions of this solicitation, the successful Bidder shall have an additional five (5) business days to submit a corrected certificate to the County. Failure of the successful Bidder to provide the required insurance documents in the manner and within the timeframes prescribed within five (5) business days may result in the bidder being deemed non-responsible and the issuance of a new award recommendation.
- No work shall be authorized or shall commence under the Contract until the successful Bidder has complied with the foregoing insurance requirements.
- E. The successful Bidder shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the successful Bidder shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration.
- F. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the successful Bidder shall be responsible for all direct and indirect costs associated with such termination.

SECTION 3

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

Miami-Dade County requires a contract for the provision of LiveScan Level 2 Background Screening and 5-Year Rescreening services, on an as needed basis, for CAHSD and PROS.

3.2 SERVICES TO BE PROVIDED

3.2.1 Vendor shall provide Level 2 Screenings and Rescreenings in accordance with chapters [435](#), [984](#), and [985](#) of the Florida Statutes on an as needed basis.

3.2.2 Background screenings shall consist of a state and national fingerprint check through the FDLE and the Federal Bureau of Investigations (FBI).

3.2.3 Vendor shall use LiveScan technology to electronically submit fingerprints to FDLE. LiveScan enables FDLE to immediately provide arrest notifications to County departments on employees who are arrested during the term of their employment.

3.2.4 Vendor must be capable of collecting and submitting electronic fingerprints to the FDLE, in compliance with Florida Statutes [409.175](#), [393.0655](#), [394.4572](#), [397.451](#), [430.0402](#), [435.12](#), [435.01\(2\)](#), [430.08](#), and [435.04](#).

3.2.5 Vendor must ensure the integrity and security of all personal information according to Florida Statute [435.04\(1\) \(c\)](#).

3.2.6 Vendor must provide background screening applications and receive and handle submission of electronic LiveScan Submission Forms prior to appointment.

3.2.7 The County will use the following Originating Agency Identifiers O.R.I.'s for the Care Provider Background Screening Clearing House (The Clearinghouse):

3.2.7.1 CAHSD:

Agency for Health Care Administration (AHCA), O.R.I.: EAHCA020Z
Department of Children and Families (DCF), O.R.I.: EDCFGN10Z
Department of Elder Affairs (DOEA), O.R.I.: EDOEA310Z

3.2.7.2 PROS:

Agency for Health Care Administration (AHCA), O.R.I.: EAHCA013Z
Department of Children and Families (DCF), O.R.I.: EDCFGN10Z
Department of Children and Families, Summer Camp, (DCF), O.R.I.: EDCFSC30Z