REQUEST FOR PROPOSALS NO. 015-LL10

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

EMPLOYMENT/SALARY VERIFICATION SERVICES

I. NAME AND ADDRESS OF REQUESTOR

The School Board of Miami-Dade County, Florida
Personnel Records
1501 N. E. 2nd Avenue, Room 141 - L
Miami, Florida 33132

II. PURPOSE OF REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to select a firm from the private sector, for the purpose of providing automated employment and salary verification services on behalf of The School Board of Miami-Dade County, Florida (Board).

III. INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

Eight copies, one of which must be an original, of the proposal must be submitted by 2:00 p.m. Eastern Standard Time on March 29, 2011, at:

The School Board of Miami-Dade County, Florida
Bid Clerk, Division Procurement Management
1450 Northeast Second Avenue, Room 352
Miami, Florida 33132

The responsibility for submitting this proposal to the district on or before the stated date and time will be solely and strictly the responsibility of the Proposer. The District will in no way be responsible for delays caused by the United States Postal Service or any other delivery service or caused by any other occurrence. The proposal package must contain all items requested. Failure to submit all the items requested may render the proposal non-responsive. The proposal must be signed by an officer of the firm legally authorized to conduct business in its name. The proposal must be submitted in a sealed envelope or box marked **"Employment/Salary Verification Services".**

It is anticipated that a recommended firm may be presented to The School Board of Miami-Dade County, Florida for award on May 11, 2011. Notification to the successful Proposer will be on or after May 11, 2011.

IV. GENERAL INFORMATION ABOUT THE SCHOOL DISTRICT

The School Board of Miami-Dade County, Florida, is a political subdivision organized under Section 4, Article IX, of the State Constitution and Chapter 230, Florida Statutes and is the fourth largest school system in the nation. The District has approximately 400 schools and includes alternative schools, and exceptional student education centers; 345,500 students; more than 45,600 full and part-time employees; and a $4.6 billion operating and capital budget. The student population is economically, ethnically, and linguistically diverse.

There are nine School Board members elected from single member districts who serve four-year terms. The elections are conducted on a staggered system, with odd-numbered districts and even-numbered districts contested at alternating two-year intervals.

The District provides a full range of educational services appropriate to students in early childhood, grade levels pre-kindergarten through 12, and adult/vocational education programs. These include basic, regular, and enriched academic education, bilingual education, special education for handicapped children, vocational education, and many individualized programs, such as special instruction for disadvantaged students (Title I), and those with limited English proficiency.

V. TECHNICAL REQUIREMENTS

The Board intends to engage a national firm to provide an automated data –driven employment and salary verification service, for former and current employees, to improve turnaround time and efficiency of responses. Verification services required will include employment and salary information for mortgage loans, credit applications, apartment lease applications, public assistance applications, public housing, financial aid, support enforcement, etc. The successful proposer shall manage the password protocol for all employees. In performance of these services, the selected firm shall work closely with Personnel Records.

The Board shall provide the successful proposer limited access to payroll data via an encrypted File Transfer Protocol (FTP) each payroll period.

All personnel data shall be maintained and processed with the highest degree of confidentiality, utilizing encryption, password protection, employee PIN numbers, separation of data within the computer, physical separation of tapes and master files, and restricted access to files and the physical site.

The Board is interested in a no-cost proposal. The Board, in its evaluation of proposals, will consider any rebates or incentives offered by the Proposer.

VI. REQUIRED INFORMATION TO BE SUBMITTED BY PROPOSERS:

A. The Proposer shall submit a list of the most recent/relevant comparable contracts that the company has successfully provided employment/salary verification services.

B. Proposer shall provide at least three letters of references from agencies for which the service is currently being performed.

C. The Proposer shall submit a specific plan for the provision of employment/income verification services required.

D. Proposer shall indicate any rebates or incentives offered.

VII. TERMS OF CONTRACT

A. General Information

The term of the contract shall be for an initial three-year period from date of award. The contract may, by mutual agreement between the School Board and the awardee, be extended for two additional one-year periods, and if needed, 90 days beyond the expiration date of the current contract period. The School Board, through Procurement Management Services, shall, if considering an extension extend, request a letter of intend to extend from the awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon. The extension shall be contingent upon a formal written evaluation of the services provided by awardee.

The Proposer shall comply with all School Board of Miami-Dade County rules, as well as state and federal statutes prohibiting discrimination.

B. Cancellation

The Board shall have the right to cancel the agreement for unacceptable performance at any given time, giving the other party thirty (30) days prior written notice.

VIII. EVALUATION OF PROPOSALS

Proposals will be evaluated by a designated Selection Committee, in order to ascertain which proposal best meets the needs of the School Board and will be recommended to the School Board for approval. The selection committee will review all proposals received and may interview a short list of Proposers for oral presentations. Contract award will be made by the School Board.

Evaluation considerations will include, but not be limited to, the following:

A. Responsiveness of the proposal clearly stating an understanding of the service to be performed.

B. Experience and/or expertise in the area of provision of employment/income verification services for educational/governmental or private agencies.

C. Any rebates or incentives offered by the Proposer, which may be a particularly important factor when all other evaluation criteria are relatively equal.

D. References submitted.

E. Past performance.

The Board reserves the right to reject any and all proposals submitted. When the final selection is made, a professional services agreement acceptable to the Attorney for the Board will be entered into with the successful Proposer. No debriefing or discussion will be held with unsuccessful Proposers. The information contained in this proposal is supplied as an aid to the Proposer in determining whether it will be able to supply the services, which may be required by the Board.

The Selection Committee for evaluating the proposals, consistent with School Board Rule 6Gx13-3F-1021, will consist of the following members:

- Executive Director, Personnel Records
- Supervisor, Compensation Administration
- Director, Payroll
- District Director, HR Information Services
- A representative from the Office of Compliance and Business Services
- A representative from Procurement Management (non-voting).

If due to illness or other unforeseen circumstances, any member of the Selection Committee is unable to participate, a designee will be selected as a replacement. If a replacement is needed, all efforts will be made to assure that ethnic and gender representation is maintained.

The Board reserves the right to waive any irregularities and technicalities and may,

at its sole discretion, request a clarification or other information to evaluate any or all proposals.

The Board reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the Board may deem necessary.

The Board reserves the right to: (1) accept the proposals of any or all of the items it deems, as its sole discretion, to be in the best interest of the Board; and (2) the Board reserves the right to reject any/or all items proposed or award to multiple proposers.

IX. INSURANCE REQUIREMENTS

At the time an award is made, the successful proposer shall be responsible for providing the School Board with certificates of insurance which indicate that insurance coverage has been obtained and meets the requirements as outlined below:

Professional Liability

The Professional Liability Insurance provided by the individual/firm shall conform to the following requirements:

A. The individual firm's Professional Liability insurance shall be on a form acceptable to the Board and shall cover those sources of liability typically insured by Professional Liability Insurance, arising out of or the rendering or failure to render professional services in the performance of this agreement, including all provisions of indemnification which is part of this agreement.

B. If on a claims-made basis, the individual/firm shall maintain without interruption, the Professional Liability Insurance until (3) years after this agreement.

C. The minimum limits to be maintained by the individual/firm (inclusive of any amounts provided by an umbrella or excess policy) shall be $3 million per claim/annual aggregate.

Workers' Compensation Insurance

Workers' Compensation Insurance for all employees of the proposer as required pursuant to the provisions of Section 440, Florida Statutes.

Commercial General Insurance

Commercial General Insurance on a comprehensive basis in an amount not less that $500,000 combined single limit per occurrence. The School Board of Miami-Dade County, Florida, its employees and agents must be listed as an additional insured on the policy.

X. INDEMNIFICATION

The individual/firm(s) must enter into the following indemnification and hold harmless agreement:

The individual/firm(s) hereby agrees to indemnify, hold harmless and defend the Board, its officers, agents and employees individually and collectively from and against all liabilities, obligations, losses, damages, penalties, interest, claims, actions, assessments, fines, suits, demands, investigations, proceedings, judgments, orders or injuries, including death to any, or damage, of whatever nature, to any property and all costs including court costs and attorneys‘ fees, and disbursements, whether suit is instituted or not, and if instituted, at all tribunal levels (wherever raised by the parties hereto or a third party) imposed on, or incurred by or asserted against the Board or any of them arising out of or in connection with or based directly or indirectly upon (a) the individual/firm’s directors, officers, employees, agents, subcontractors or representatives, of their duties and obligations under or pursuant to this agreement, including without limitations, the failure to maintain insurance or notify the Board; (b) any material breach of this agreement by the individual/firm(s), (c) false or inaccurate representation or warranty made by or on behalf of the individual/firm(s), and (d) any act or omission, negligence, or intentional acts of the individual/firm(s), or any of the individual/firm’s directors, officers, employees, agents, subcontractors or other representatives.

XI. Intellectual Property Rights

The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Proposal, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade

County, Florida, unless and to the extent that the parties agree otherwise, as evinced in writing and included as a part of this Proposal.

This article will survive the termination of any contract with The School Board.

XII. Sub-Contracts

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District.

The proposer(s) will be fully responsible to the District for the acts and omissions of the sub-proposer(s) and their employees.

XIII. JOINT PROPOSAL

In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers' participation or present at district meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed, The district shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

XIV. EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE Participation

Equal Employment Opportunity

It is the policy of the School Board that no person will be denied access, employment, training, or promotion on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability, and that merit principles will be followed.

Each firm is requested to indicate its equal employment policy and provide a detailed breakdown by ethnicity, gender, and occupational categories of its work force. (**ATTACHMENT A**)

Minority/Women Business Enterprise (M/WBE) Participation

The School Board has an active Minority/Women Business Enterprise (M/WBE) Program, to increase contracting opportunities for M/WBE's. In keeping with this policy, if a minority firm, which is Woman or African American-owned and operated, is to perform a scope of work, provide documentation to substantiate the experience of the M/WBE and its staff in providing this type of service. The Division of Business Development and Assistance must certify all M/WBE's, prior to contract award. The M/WBE Application may be accessed through the following link:

http://forms.dadeschools.net/webpdf/3920.pdf

XV. Choice of Law/Venue – Attorney's Fees

The contract formed as a result of this RFP and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the state of Florida and the parties agree that the venue of any action at law or equity regarding this said contract shall be in any court of competent jurisdiction within Miami-Dade County, Florida. For any indemnification claim, the prevailing indemnifying party shall be responsible for both Parties' attorney fees otherwise each party shall be responsible for its own attorney's fees.

XIV. IMPLEMENTATION SCHEDULE

The planned schedule for implementation of this Request for Proposals is as follows:

Procurement Contract Review Committee .....March 18, 2010

Mailing of Request For Proposals.....March 3, 2011

Deadline for Questions…… …March 21, 2011

Opening of Proposals….. .....March 29, 2011

Evaluation of Proposals..... April 6, 2011

Recommendation for Award…….May 11, 2011

XV. ADDITIONAL INFORMATION

Specific information concerning this RFP should be e-mailed prior to the deadline

for questions, referencing the RFP by page number and paragraph, no later than 4:00 p.m., on March 21, 2011, to:

Ms. Barbara D. Jones, CPPB
Procurement Management Services
1450 N.E. Second Avenue, Room 352
Miami, Florida 33132
(305) 995-2348
E-mail bjones@dadeschools.net

The School Board of Miami-Dade County, Florida will issue responses to inquires and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Proposers should not rely on any statements other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Responses to questions will be posted to M-DCPS' website and it is the responsibility of the proposers(s) to monitor this site for posting of response(s). The website link is the following:

http://procurement.dadeschools.net/bidsol/asp/ENACT.asp