



THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
 SCHOOL BOARD ADMINISTRATION BUILDING  
 Procurement Management Services  
 1450 N.E. 2nd Avenue, Room 650  
 Miami, FL 33132

Direct All Inquiries To Procurement Management Services Buyer's Name: _____ PHONE: (305) 995-_____ Email: _____ TDD PHONE: (305) 995-2400
--

**BID/RFP ADDENDUM**

Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_

BID/RFP No. \_\_\_\_\_ BID/RFP TITLE: \_\_\_\_\_

**This addendum modifies the conditions of the above-referenced BID/RFP as follows:**

---



---



---

*All information, specifications terms, and conditions for the above-referenced BID/RFP, are included on the document posted on the Procurement Management website at <http://procurement.dadeschools.net>*

*The attached pages containing clarifications, additional information and requirements constitute an integral part of the referenced bid.*

1. If your bid/proposal has not been submitted, substitute the pages marked REVISED and mail your entire bid/proposal package. **REMEMBER TO SIGN THE BIDDER QUALIFICATION FORM.**

OR

2. If your bid/proposal has been submitted, sign and return this addendum form with the revised pages by the time and date indicated on the Bidder Qualification Form. BY SIGNING THIS ADDENDUM, THE VENDOR AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THE BIDDER QUALIFICATION FORM AND ALL RELATED BID DOCUMENTS.

**I acknowledge receipt of Addendum Number \_\_\_\_\_**

PLEASE NOTE: If your firm has forwarded a copy of this bid/proposal to another vendor, it is your responsibility to forward him/her a copy of this addendum.

**(PLEASE TYPE OR PRINT BELOW)**

LEGAL NAME OF BIDDER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ E-MAIL I.D. \_\_\_\_\_ FAX # \_\_\_\_\_

BY: SIGNATURE (Manual): \_\_\_\_\_  
 OF AUTHORIZED REPRESENTATIVE

NAME (Typed): \_\_\_\_\_ TITLE: \_\_\_\_\_  
 OF AUTHORIZED REPRESENTATIVE

## RFP-15-017-YWP – ON-LINE BACKGROUND SCREENING

### QUESTIONS AND ANSWERS

1. Who is your current vendor for these services? Are they currently integrated with your M-DCPS Portal? Are all the criteria in the RFP currently being met by your current vendor?

**Answer: a) First Advantage, b) Yes, c) Yes.**

2. Why are you going out for RFP for these services?

**Answer: The State Term solicitation that M-DCPS was piggybacking has expired and as per our Board Policy we need to release a Request for Proposal.**

3. What is your current pricing for these services?

**Answer: Current contractual pricing needs to be submitted via Public Record Request.**

4. The RFP insurance requirements for Professional Liability \$3,000,000 each claim/annual aggregate is high for our industry. Is this requirement negotiable?

**Answer: Section 1.41 Insurance Requirements has been modified.**

5. The RFP insurance requirements for Employee Dishonesty (Fidelity) is not standard in our industry \$10,00,00 each occurrence. Is this requirement negotiable?

**Answer: Section 1.41 Insurance Requirements has been modified.**

6. Please forward copy of RFP for online background screening.

**Answer: Copy of the RFP can be accessed at: [www.procurement.dadeschools.net](http://www.procurement.dadeschools.net)**

7. Also, I see that there is a pre-proposal conference on January 28th.

**Answer: As stated in the RFP document, the Pre-bid conference was held January 28, 216.**

8. Will this conference be available via phone?

**Answer: The Pre-bid conference via phone was not available due to technical difficulties with our phone system.**

9. Is MDCPS providing remote or call-in access to the pre-proposal conference on January 28? If so, please provide instructions for vendors to call in or access the conference remotely.

**Answer: The Pre-bid conference via phone was not available due to technical difficulties with our phone system.**

10. In reference to Section 1.11: MDCPS states the following: "A copy of any written communication or email must be sent to the Executive Assistant to the Clerk of the School Board as fully described in Section 1.25 above." However, section 1.25 is titled "Protest to Contract Solicitation or Award." Are vendors required to send hard copies of all email communications, including emails with questions, to an MDCPS representative?

## RFP-15-017-YWP – ON-LINE BACKGROUND SCREENING

**Answer: No.**

11. Pre proposal conference: Can we attend via phone? If so, what is the call in number?

**Answer: The Pre-bid conference via phone was not available due to technical difficulties with our phone system.**

Who is your current vendor?

**Answer: First Advantage.**

12. What is your current pricing for the services that you have indicated that you need?

**Answer: Current contractual pricing needs to be submitted via Public Record Request.**

13. After reading through the Florida Statutes 1012.465, 1012.467 and 1012.468, I'm assuming that Data Facts employees would not have to be fingerprinted since we are non-instructional contractors who are not considered employees of MDCPS and who will have no contact with students or be present on school grounds. Please confirm.

**Answer: Awarded vendor needs to comply with Jessica Lunsford Act.**

14. Can we add hold each other harmless to the agreement?

**Answer: M-DCPSP Terms and Conditions are non-negotiable.**

15. Do we need to integrate with any systems you currently have? Or will our online ordering portal work?

**Answer: We require SSO through your URL 2.21 page 20.**

16. In the scope of services are you asking that we do a Database search, Dru Sojin and Current County on every applicant?

**Answer: Yes.**

17. Do you want pricing to be all inclusive with county access fess included? Or can we price as \$x.xx + access fees?

**Answer: Yes, all pricing should be inclusive.**

18. How transient are your volunteers?

**Answer: Range Miami-Dade, Broward, Palm Beach.**

19. What volunteer data do you need in the excel form you ask for?

**Answer: All data entered by applicant and the screening data results in terms of arrests/charges.**

20. When you ask for monthly updates of volunteers, do you want a monthly update of all new volunteers screened? Or do you want a monthly monitoring done on all volunteers' criminal activity?

## RFP-15-017-YWP – ON-LINE BACKGROUND SCREENING

**Answer: This is preferred not required. Ideally each applicant should be rescreened once after 6 months of initial screening or at a timetable agreed and established. This should include a recheck report provided monthly per section 2.3 item 14**

21. What is your hit ratio?

**Answer: This is a moving target estimate 1 to every 30 applicants.**

22. Who is your current provider for background screening services? Please provide their current pricing, if possible.

**Answer: a) First Advantage, b) Current contractual pricing needs to be submitted via Public Record Request.**

23. Why are you evaluating new providers for background screening services?

**Answer: The State Term solicitation that M-DCPS was piggybacking expired and as per our Board Policy we need to release a new Request for Proposal.**

24. In reference to Section 2.3, item 5: Will Single Sign On is used by administrators only?

**Answer: It will NOT be used by administrators but rather volunteers.**

25. If the answer to question 3 above is yes, how many administrators will require Single Sign On capabilities?

**Answer: None.**

26. Can MDCPS provide us with any documentation and/or information regarding how Single Sign On is supported with other vendors?

**Answer: We do not provide documentation in advance of an agreement in order to protect our protocol. The general idea is to avoid multiple credentials (and the need for account creation ahead of time) for users by authenticating them at this end upon entrance to our portal then passing the user-id only to the vendor. We use multiple types of the latest technologies available for SSO.**

27. In reference to section 2.3, item 14: Is MDCPS requesting monthly reordering of background checks for this item? If so, what would you like included in these monthly rechecks?

**Answer: This is preferred not required. Ideally each applicant should be rescreened once after 6 months of initial screening or at a timetable agreed and established. This should include a recheck report provided monthly per section 2.3 item 14.**

28. In reference to section 4.0, item 9: Would MDCPS like vendors to execute and submit a completed sample contract with their response?

**Answer: No, this is a sample template.**

29. Please confirm that you are only requesting a multi-jurisdiction database search, and that name-based statewide searches, including the FDLE, will not be included. searches

## **RFP-15-017-YWP – ON-LINE BACKGROUND SCREENING**

**Answer: Please refer to RFP page 21 of 50 section 2.3 #6 for minimum search expectations.**

30. Please confirm that the requested Cost Per Group is the extended price for the first 10,000 searches, second 10,000 searches, etc.

**Answer: Page 25 of 50 section 3.0 contains the price proposal chart.**

31. Are vendors permitted to suggest exceptions or additions to the sample contract?

**Answer: M-DCPS Terms and Conditions are non-negotiable.**

32. Are vendors required to execute and submit Exhibit 4 even if they are not claiming local business preference?

**Answer: Exhibit 4 needs to be submitted in blank if you are not claiming local preference.**

33. Are vendors permitted to submit comb-bound hard copies of their proposals as opposed to using binders?

**Answer: There is no requirement to submit using a 3 ring binder.**

34. Would MDCPS like to see a sample background check included in the response?

**Answer: Yes, per section 4.2. Page 27 of 50.**

35. Would MDCPS like to see a sample of our client acknowledgments form, which requires clients to read and acknowledge receipt of FTX – mandated and FCRA document?

**Answer: Yes.**

36. I have a question for RFP # 15-017-YWP for Miami Dade Public Schools background screening. Is it a requirement to be based or have an office in Dade Co.? Is it ok to get a local tax id if we win the bid? We are based in Chicago but provide nationwide background checks.

**Answer: As stated in the RFP, 5 points are given to certified local small Business Enterprise (SBE) firms.**

37. I am searching for/trying to obtain a copy of the current online background screening contract for volunteers. Can you assist me in locating the contract or perhaps send an electronic copy of the contract to me?

**Answer: Copy of the contract has to be requested via a Public Record Request.**

38. Please clarify the Contact terms as page 6 states, "The term of the resulting agreement shall be for a period of two (2) year, with two (2) successive options to renew for one year each and 90 days beyond the expiration of the renewal periods, all at the sole discretion of the District" and page 20 states, "The selected bidders will be awarded a one (1) year agreement, with two (2) one-year options to renew at the Districts sole discretion.

**Answer: This will be a two year agreement, with two (2) one-year options to renew at the Districts Sole Discretion.**

## RFP-15-017-YWP – ON-LINE BACKGROUND SCREENING

39. Will volunteers be initiating the background check themselves or will it be initiated by Administrators at Miami-Dade County?

**Answer: Volunteers will initiate screening.**

40. Can you please describe the M-DCPS Portal?

**Answer: Please see volunteer user guide** <http://www.engagemiamidade.net/#!/community-school-volunteers/c3u5> or [http://ehandbooks.dadeschools.net/user\\_guides/166/index.html](http://ehandbooks.dadeschools.net/user_guides/166/index.html)

41. 5. Can you please explain the typical steps an applicant takes when they go through the background screening process?

**Answer: Please see “How Do I Get Started” Section** <http://www.engagemiamidade.net/#!/community-school-volunteers/c3u5> or [http://ehandbooks.dadeschools.net/user\\_guides/166/index.html](http://ehandbooks.dadeschools.net/user_guides/166/index.html)

42. For 2.2.1, 1.e “National searches based on the volunteer’s current residence,” do you mean a statewide/county search based off the volunteer’s residence or would you like a nationwide search conducted?

**Answer: Minimum expectation is a National Criminal Database search and Dru Sjodin National Sex Offender search.**

43. For 2.2.1, 1.f, “Search turnaround time ideally 1 – 3 hours; within 24 hours; or no more than 3 business days” can you please describe which services you expect to have these turnaround times?

**Answer: On-line Background Screening Services results.**

44. What is your expected turn-around time for fingerprint screening?

**Answer: Fingerprint screening is not requirement for this RFP.**

45. Do you currently have Customer Support Services issues? What are they?

**Answer: The expectation for customer support services is to be accessible to the client; have key personnel available for any technical issues or troubleshooting; resolve any client or administrator based issue in an efficient and timely manner; alert client to all and any updates that will affect services; prompt follow-up response to requests or questions as it relates integrity of service.**

46. Do you only want the National Criminal Database search and Dru Sjodin National Sex Offender search conducted on your applicants?

**Answer: Minimum expectation is a National Criminal Database search and Dru Sjodin National Sex Offender search.**

47. Please elaborate on “research or program evaluation services” as found on page 22.

**Answer: This are reference(s) from previous clients.**

## RFP-15-017-YWP – ON-LINE BACKGROUND SCREENING

48. In aspect of Pricing, do you want us to include alias names?

**Answer: Minimum expectation is a National Criminal Database search and Dru Sjodin National Sex Offender search.**

49. In aspect of Pricing, do you want us to include high court fees?

**Answer: Pricing shall include all services contemplated by this Request for Proposal.**

50. What kind of reports do you currently run? How would like these improved?

**Answer: National, State and County.**

51. What are your biggest obstacles in your current background screening process?

**Answer: Response time for technical support issues has been one. The major obstacle has been the system performance of the integrated XML exchange used for identity verification and background checking.**

52. Question 1 (a) (b) (c)

**Answer: Assuming this refers to section 2.2.1: nothing to add to self-explanatory (a) and (b). (c) SSO refers to the capacity to avoid multiple credentials (and the need for account creation ahead of time) for users by authenticating them at this end upon entrance to our portal then passing the user-id only to the vendor. We use multiple types of the latest technologies available for SSO.**

53. On page 17, Section 1.41 Sub. Sect. A

Workers compensation/employers Liability Insurance

A) Is Workers compensation a mandatory requirement?

**Answer: Section 1.41 Insurance Requirements has been modified.**

B) Do we have to present Workers comp at the time proposal is submitted or can Workers comp can be added to existing liability policy if RFP is assigned?

**Answer: No, it does not have to be submitted with the RFP response.**

54. If am exempted from having workers comp and we present the exemption certificate will that be acceptable?

**Answer: Section 1.41 Insurance Requirements has been modified.**

**MODIFIED CONDITIONS OF THE SOLICITATION**

Page 17, Section 1.41- Insurance Requirements shall be deleted in its entirety and replaced with the following:

**1.41 INSURANCE REQUIREMENTS**

Prior to commencement of work under the agreement, the Bidder shall obtain and maintain without interruption the insurance as outlined below. The Bidder agrees to furnish a fully completed certificate of insurance naming the School Board of Miami-Dade County, Florida as additional insured, signed by an authorized representative of the insurer providing such insurance coverages. The insurance coverages and limits shall meet, at a minimum, the following requirements:

**A. Workers' Compensation/Employer's Liability Insurance.**

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: \$ 1,000,000 Each Accident  
\$1,000,000 Disease - Policy Limit  
\$1,000,000 Disease - Each Employee

**B. General Liability Insurance**

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 General Aggregate  
\$ 1,000,000 Products/Completed Operations Aggregate  
\$ 1,000,000 Personal and Advertising Injury  
\$ 1,000,000 Each Occurrence

Company shall name the Board as an additional insured on a form no more restrictive than the CG 2010.

**C. Automobile Liability Insurance**

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Contract.



## **RFP-15-017-YWP – ON-LINE BACKGROUND SCREENING**

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Occurrence - Bodily Injury and Property

### **D. Professional Liability**

Such insurance shall be on a form acceptable to the Board and shall cover Company for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Claim/Annual Aggregate

The Professional Liability Insurance required under this Section D. may be subject to a deductible not to exceed \$25,000 per claim.

### **F. Cyber Liability Insurance**

Proposer will maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each wrongful act, and \$3,000,000 in the Aggregate that provides coverage for:

Liability for security or privacy breaches, including loss or unauthorized access to the BOARD's data;

Costs associated with a privacy breach, including consumer notification, customer support/crises management, and costs of providing credit monitoring services;

Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties;

Costs of restoring, updating or replacing data;

Privacy liability losses connected to network security, privacy, and media liability  
"Insured versus insured" exclusion prohibited

The insurance provided by the Company shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be excess of, and shall not contribute with, the insurance provided by the Company.

Compliance with these insurance requirements shall not limit the liability of the Company. Any remedy provided to the Board by the insurance provided by the Board shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Company) available to the Board under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Company shall relieve the Company from responsibility to provide insurance as required by this Contract.

## **RFP-15-017-YWP – ON-LINE BACKGROUND SCREENING**

M-DCPS and its members, officers, employees, and agent shall be named an additional insured on all liability coverages except Workers' Compensation Insurance and Professional Liability Insurance.