



Request for Quotations (RFQ)
For Level 2 Background Screening/LiveScan Services
for Child Care Center Job Applicants

PR 22-0086

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RFQ For Level 2 Background Screening/LiveScan Services for Child Care Center Job Applicants

SECTION I. Introduction

A. Request for Quotations

The Early Learning Coalition of Broward County (COALITION) is seeking quotations from one or more qualified vendor(s) to supply Level 2 background screening/LiveScan services for child care center job applicants in exchange for a payment voucher issued by the Coalition for the job applicant's use.

Written quotations must be submitted electronically to the email listed in the submission instructions below on or before August 23, 2021 at 12 Noon to be considered. Late submissions will not be considered.

B. The Early Learning Coalition of Broward County, Inc.

The Early Learning Coalition of Broward County is a 501c3 not-for-profit, formed to establish and improve early education programs for more than 25,000 children in Broward County.

Since 2000, following the ratification of Florida Statute 411.01, the Early Learning Coalition of Broward County, Inc. (formerly Broward County School Readiness Coalition, Inc.) has been dedicated to the implementation of an integrated, high-quality, seamless early care and education service delivery system for children. The Coalition is accountable for assessing the early care and educational resources available in Broward County as well as developing local plans to address identified needs.

The Coalition's role is to develop and administer a comprehensive school readiness program that pays subsidies for child care services, provides services to improve the quality of child care in the community and prepares children to succeed in school and in life. This is an ongoing process that involves building on existing services, working in cooperation with other programs for young children and coordinating and integrating program funding and services to achieve efficiency, accountability and full effectiveness.

This RFQ will be 100% fund with federal dollars.

Mission Statement

Lead and support the early learning community to deliver high quality early learning experiences to young children and their families.

Vision Statement

All children will have high quality early learning experiences leading to success in school and life.

C. Overview

The Early Learning Coalition of Broward County (COALITION) is seeking quotations from one or more qualified vendor(s) to supply level 2 background screening/LiveScan services for child care center job applicants in

exchange for a payment voucher issued by the Coalition for the job applicant's use. The results of the background screen must be submitted through the Care Provider Background Screening Clearinghouse administered by the Agency for Health Care Administration (ACHA).

Child care centers are reporting they are having great difficulty hiring teaching staff for their classrooms. Because of the lack of available child care education staff, while centers have families interested in placing their children in care, they cannot staff classrooms to meet this demand. So, families must be placed on waitlists for care and/or find another child care provider with available classroom space. Additionally, Child Care Licensing and Enforcement is reporting an increase in Class 1 violations due to child care providers exceeding classroom ratios, providers not waiting until background screens have been received before allowing instructors to lead classrooms unsupervised, and more inappropriate discipline occurring by teachers. Many of these violations are occurring in schools that had never before received violations. Applicants for early care and education staff roles are currently asked to pay the cost of background screens themselves as a condition of employment. ELC proposes to remove this barrier to new employee entry at Broward child care centers by covering the cost as quickly as possible for as many applicants as possible.

Service Requirements and Vendor Qualifications

1. Quotations must include

- A description of the vendor and all services offered by the vendor
- A listing of vendor's LiveScan service locations in Broward County and the hours of operation for each
- A description of the vendor's pandemic-related health and safety policies for customers

2. Minimum Service Requirements

- Vendor shall provide level 2 LiveScan background screening services in exchange for payment voucher issued by the COALITION to child care center job applicants.
- Vendor shall submit background screening results to the Care Provider Background Screening Clearinghouse for processing.
- Vendor shall furnish proof of services and submission to the clearinghouse in addition to an invoice to receive payment from the Coalition.
- Vendor shall designate a point person for Coalition staff to assist with follow up questions from the Coalition related to services rendered and/or invoices.

3. Minimum Vendor Requirements

- Legally operating LiveScan service provider located in Broward County approved by the Florida Department of Law Enforcement (FDLE) and ACHA to submit LiveScan results directly to the ACHA clearinghouse.
- Eligible to receive Federal and State funding as required by law, regulation, COALITION funder

- contracts, program guidance and COALITION policy
- Signed Certification Affidavit attesting to compliance with Federal vendor eligibility requirements
- Certified Minority Owned or Veteran Owned Businesses (Preferred)
- Completed IRS form W-9

4. Cost Proposal/Pricing List:

Must include all potential costs and fees including, but not limited to:

- Per screen fixed fee for level 2 LiveScan Background Screens
- Pricing for providing services for up to 1,000 individuals
- Any other costs either one-time or recurring (if applicable)

5. Quotation Format

- a. Completed and signed Certification Affidavit Form
- b. Written proposal and pricing list/cost proposal along with brochures, weblinks or other documentation that demonstrate technical capabilities and quality of vendor services. Vendor interviews may be requested at COALITION discretion.
- c. Signed form W-9
- d. Certificate of Commercial Liability Insurance

D. Submission Instructions and Timetable

1. Submission

Each entity or person who responds to this RFQ (“Vendor”) shall submit copies of proposals, brochures and links to websites with a product descriptions and along with a completed and signed Certification Affidavit (collectively referred to as a “Proposal”) included as Attachment A. of this solicitation **no later than 12:00 pm on August 23, 2021**: Quotations should be emailed to rfq@elcbroward.org and include a contact name and email for correspondence. Late Proposals will not be considered.

2. Timeline

- Dates Advertised/Available: August 16, 2021 to August 23, 2021 12:00 Noon
- Deadline for Receipt of Written Applicant Vendor Questions August 20, 2021 12:00 Noon.
- Answers to all questions posted on www.ELCbroward.org on a rolling basis upon receipt until August 20, 2021 5:00 PM.
- Deadline for Electronic Submission of Quotations (no exceptions): August 23, 2021 by 12 Noon
- Interviews, if applicable : TBD Between August 25-27, 2021
- Award Date: August 31, 2021 12:00 Noon

E. Evaluation Criteria

The COALITION’s Rating Committee will evaluate the quotations and any brochures, service descriptions, website links or other information available about the services to

make recommendations for selection in accordance with established evaluation criteria. The Rating Committee may request a demonstration of product capabilities. The Committee will select a successful Vendor who best conforms to the RFQ and represents the best value to the COALITION. The COALITION will evaluate the responses, issue an award, and enter into a subsequent contract with the successful Vendor without discussions with any vendor submitting a bid in response to this RFQ. Therefore, a Vendor's response to this RFQ should contain the Vendor's best terms from a price and technical standpoint. If a contract agreement cannot be reached with the selected Vendor, COALITION shall negotiate with their next selection(s) until an agreement is reached and a contract is signed between the parties. At any time during the negotiations, COALITION may modify the choice of a selected Vendor if determined to be in the best interest of COALITION. Notwithstanding the foregoing, the COALITION reserves the right to conduct discussions with Vendors if later determined by the COALITION to be necessary.

COALITION further reserves the right before recommending any award to inspect the facilities, agency, and financial condition or take any other action necessary to determine the ability to perform the work in accordance with specifications, terms and conditions.

The evaluation will be based on the following criteria:

Vendor Qualifications	33%
Locations and Hours of Operation Offered	33%
Cost Proposal	34%
Total	100%

F. Prohibition on Lobbying

The Early Learning Coalition (COALITION) shall not award a contract to an organization, person, or entity which has hired a person, whether directly or indirectly, or consented to or acquiesced in the employment of a person, whose principal responsibilities are to lobby a member of the COALITION on behalf of the organization, person, or entity which seeks to become a Vendor to the COALITION. Subject to the foregoing, an officer, director, official, principal, or bona fide employee of an organization, person or entity seeking to become a Vendor may engage in lobbying without payment of any compensation or reimbursement of expenses for such lobbying, whether directly or indirectly. No monies paid by the COALITION shall be used by a Vendor agency to hire a lobbyist or to supplant any funds which would allow for the funding of a lobbyist. Any Vendor or lobbyist for Vendor, paid or unpaid, is prohibited from having any private communication concerning any procurement process or any response to a procurement process with any COALITION staff or rating committee members after the issuance of a Vendor opportunity and until completion of contract or purchase order. A proposal from any organization will be disqualified if the Vendor or a lobbyist for the Vendor, paid or unpaid, violates this condition of the procurement process.

G. Conflict of Interest

All Vendors must disclose the name of any officer, director or agency who is also an employee or Board member of the COALITION. All respondents must disclose the name of any COALITION employee or Board member who owns, directly or indirectly, any interest in the respondent's business or any of its branches. Such disclosure must be submitted as a cover letter included with the Quotation Form, no later than the proposal deadline.

H. Public Information

All submitted Proposals, and information included therein or attached thereto shall become public record in accordance with Chapter 119, Florida Statutes, unless excluded under RFQ, Section III.G, (Public Records, Trade Secrets). The only contact person with respect to any or all aspects of this RFQ is Christine Klima, Chief Administrative Officer; RFQ@ELCbroward.org.

Section II: Terms, Conditions and other Requirements

A. Vendor Award and License Agreement

Vendor Agreement: A vendor agreement will be negotiated after the award for any work to be performed or products purchased as result of this RFQ. The RFQ, the Proposal, and the resulting agreement will constitute the complete Agreement between Vendor and Coalition The expected license agreement term is five (5) subject to COALITION approval. The commencement of the term or the term itself may be extended or reduced depending on the needs of the COALITION.

Breach of RFQ and Cancellation of Award: In the event any of the provisions of the RFQ are violated by the successful Vendor during the RFQ process or subsequent to award, but prior to execution of a contract between the COALITION and the successful Vendor, the CEO, or their designee may give written notice to the successful Vendor stating the deficiencies if such deficiencies are capable of being corrected pursuant to the terms and conditions of the RFQ. Unless the deficiencies are corrected within ten (10) days, a recommendation will be made to the Coalition for immediate cancellation of the award of the RFQ. Upon cancellation of the award of the RFQ, COALITION may pursue any and all legal remedies as provided herein and by law.

Notwithstanding the foregoing, COALITION reserves the right to terminate the award of the RFQ or reject a proposal without cause at any time (including but not limited to subsequent to the execution of any contract arising from the award of the RFQ with the successful Vendor) with written notice to the successful or offending Vendor, whichever is applicable, if said Vendor has violated the terms and conditions of the RFQ. If said contract should be terminated without cause, COALITION will be relieved of all obligations under said contract. COALITION will only be required to pay to the Vendor that amount of the contract scope of work actually performed to the date of termination.

The successful Vendor will have the option to terminate the award of the RFQ without cause, upon 15 days' prior written notice to the CEO. Cancellation of the award of the RFQ by the successful Vendor may result in removal from bidders/vendors list for a period of three years.

B. Addenda

The COALITION has the absolute right to cancel, amend, modify, supplement or clarify this RFQ at any time in its sole discretion. If any revisions become necessary or appropriate, as determined in the sole discretion of the COALITION, the COALITION will post the same on its website. Any addendum issued by the COALITION will include a receipt acknowledgment, which must be executed and submitted to the COALITION along with the Proposal on the date sealed Proposals are due to the COALITION. All Vendors should contact the COALITION's contact person for this solicitation as set forth in Section I. I (Public Information) of this RFQ, in addition, to reviewing the website, before the RFQ deadline to ascertain whether any addenda have been issued. Failure to do so could result in a determination that the Proposal is non-responsive.

C. Acceptance/Rejection of Quotations And Waiver Of Irregularities

The COALITION reserves the right, at its sole discretion to reject any and all Proposals, and/or to re-advertise, to waive any minor defects, irregularities, informalities or technicalities therein, to negotiate contract terms with the Successful Vendor, to disregard minor non-conforming or non-responsive parts of a Proposal, or to accept any Proposal which, in the COALITION's sole judgment will best serve its interests and the interests of the children and families of Broward County.

The COALITION may supplement, amend, modify and/or expand the solicitation requirements, request a clarification or other information, accept Proposals from one or more Vendors, in whole or in part, award only a portion of this solicitation, and award this solicitation to more than one Vendor. The COALITION reserves the right, before awarding the contract, to require Vendor(s) to submit evidence of qualifications or any other information COALITION may deem necessary. The COALITION further reserves the right to cancel this RFQ solicitation at any time without any liability and to cancel the award of any contract at any time before execution of said contract by all parties without any liability to the COALITION.

The COALITION reserves the right to award more than one contract for any area, combining the offering, or parts thereof, of one or more Vendors. In consideration of the COALITION's evaluation of submitted Proposals, the Vendor, by submitting its Proposal, expressly waives any claim to damages, of any kind whatsoever, in the event the COALITION exercises its rights provided for in this RFQ.

D. Tax Exemptions

COALITION is exempt from federal and state taxes for tangible personal property, sales taxes, and intangible taxes. Vendor(s) doing business with COALITION will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the COALITION, nor will any Vendor be authorized to use the COALITION's tax exemption number in securing such materials.

E. Legal Requirements

It shall be the responsibility of the Vendor to be knowledgeable and comply with all applicable federal, state, county and local laws, ordinances, rules, regulations and/or orders of any public authority or agency which includes but is not limited to the COALITION's most current funding agreement ("Grant Agreement") that may, in any manner, affect the items covered in this RFQ. Lack of knowledge by the Vendor(s) regarding any laws or the Grant Agreement will in no way be a cause for relief from responsibility. The Vendor shall ensure that it, and all of its contractors and subcontractors of any tier, shall be properly licensed and certified continuously throughout the duration of all work performed and services provided in accordance with the resulting contract. All such licensing and certification shall be at the sole cost of each contractor and subcontractor. Within three (3) business days of a request, the Vendor shall furnish to the COALITION copies of any licenses, permits or certifications required to comply with any law, rule, or other requirement.

F. Disqualification

The Proposal and the Vendor shall be disqualified if:

1. The Vendor or affiliate has been placed in the discriminatory, convicted or scrutinized company vendor list pursuant to Sections 287.133, 287.134, or 287.135 of the Florida Statutes.
2. The Vendor or affiliate has not complied with an official order of any agency of the State of Florida or the United States Department of Labor to repay disallowed costs incurred during its conduct or projects or services.
3. The Vendor or affiliate has failed to perform any contractual obligations, whether past or present, with the COALITION in a manner satisfactory to the COALITION; or has failed to correct unsatisfactory performance, whether past or present, to the satisfaction of the COALITION.
4. The Vendor or affiliate had a contract terminated by the COALITION, by any other COALITION or Florida state agency for cause.
5. The Vendor or affiliate or any of its staff have participated in the development of the RFQ documents for this Solicitation.
6. The Vendor or affiliate fails to comply with the mandatory requirements as set forth in this RFQ.

Default: In the event that the Vendor should breach the RFQ or the resulting contract upon any award to a successful Vendor, whichever is applicable, such breach shall be considered a default thereunder and the COALITION reserves the right to seek remedies in law and/or in equity. Default will also result in removal from the applicable federal, state and local bidders/respondents list for a period of three (3) years.

G. No Discrimination

The COALITION, in accordance with Title VII of the Civil Rights Act of 1964, ensures that any contract entered into pursuant to this RFQ, minority business enterprises will be afforded full opportunity to submit a Proposal and will not be discriminated against on the grounds of race, creed, color, sexual orientation, disability, age or national origin in consideration of award with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

H. Cost of Preparation of Quotation

The COALITION is not liable for any costs incurred by Vendor in responding to this Request for Proposal.

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ATTACHMENT A

CERTIFICATION AFFIDAVIT

DIRECTIONS: BY ATTESTING TO THIS FORM, THE VENDOR AGREES TO COMPLY WITH ALL SECTIONS

1. APPLICATION ACCURACY

I do hereby certify that all facts, figures, and representations made in the proposal are true and correct. The filing of this proposal has been authorized by the contracting entity and I have been duly authorized to act as the representative of the organization in connection with this proposal. I also agree to follow all Terms, Conditions, and applicable federal and state statutes.

2. PROHIBITION ON LOBBYING

Vendors are hereby advised, and agree to comply with the Early Learning Coalition of Broward County's ("Coalition") adopted prohibition on lobbying:

The Coalition shall not award funding to an organization, person or entity which has hired a person, whether directly or indirectly, who receives payment or economic consideration for the purpose of lobbying. Additionally, the Coalition shall not award funding to an organization, person, or entity which has consented to or acquiesced in the employment of a person whose principal responsibilities are to lobby a member of the Coalition on behalf of the organization, person, or entity which seeks funding from the Coalition. Subject to the foregoing, an officer, director, official, principal or bona fide employee of an organization, person, or entity seeking funding may engage in lobbying without payment of any compensation or reimbursement of expenses for such lobbying, whether directly or indirectly.

No monies granted by the Coalition shall be used by a provider agency to hire a lobbyist or to supplant any funds which would allow for the funding of a lobbyist.

Any Vendor or lobbyist, paid or unpaid, for an Vendor is prohibited from having any private communication concerning any procurement process or any response to a procurement process with any Coalition Board Member or the CEO after the issuance of a funding opportunity and until completion of contract award. A proposal from any organization will be disqualified when the Vendor of a lobbyist, paid or unpaid, for the Vendor violates this condition of the procurement process.

3. CONFLICT OF INTEREST

Vendors are hereby advised, and agree to comply with the Coalition's adopted conflict of interest regulations:

All Vendors must disclose the name of any officer, director or agency who is also an employee of the Coalition. All Vendors must disclose the name of any Coalition employee who owns, directly or indirectly, any interest in the Vendors' business or any of its branches. Such disclosure must be submitted as a cover letter included with the Application for Funding, addressed to the Coalition Chair, no later than the proposal deadline.

4. AGENCY CERTIFICATION

I, the undersigned Vendor, hereby attest that the following policies, procedures, regulations, and

documentation are in effect:

- a. Affirmative Action Policy
- b. Certified Minority Business Enterprise (if applicable)
- c. Small Disadvantaged Business Enterprise Policy (if applicable)
- d. Americans with Disabilities Act Policy
- e. Drug Free Workplace Policy

5. PUBLIC ENTITY CRIME AFFIDAVIT

- a. I understand that a “public entity crime as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- b. I understand that “convicted” or “conviction” as defined in Paragraph 287.1 33(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- c. I understand that an “affiliate” as defined in Paragraph 287.1C3(a)(a), Florida Statutes means:
 - A predecessor or successor of a person convicted of a public entity crime; or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of affiliate.
 - The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment of income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- d. I understand that a “person” as defined in Paragraph 287.1330) (e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- e. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).
- f. Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- g. The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate

