

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 12/15/09	Open Agenda Yes ☐ No ☒	Time Certain Request Yes ☐ No ☒	Agenda Item Number E-1
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TITLE: **Bid/RFP And Other Financial Recommendations Less Than \$500,000**

REQUESTED ACTION: Approve the Bid recommendation as stated on the attached award recommendation for the Bid listed below.

BID/RFP	TITLE	LOCATION	AMOUNT	M/WBE VENDOR(S)
29-067N	Fingerprinting and Background Check Services	Professional Standards/SIU	Income to the School Board	-----
Contract period: December 15, 2009, through June 30, 2015				

This Agreement has been approved as to form and legal content by the School Board Attorney.

SUMMARY EXPLANATION AND BACKGROUND:
 Board approval of these Bid/RFP recommendations does not mean that the amounts shown will be spent. These amounts represent the spending authority, which may be spread among the awarded vendors through the term of this contract from available funds already included in various school/department/center budgets.

SCHOOL BOARD GOALS:

- ☐ •Goal One: Raise achievement of all students to ensure graduation from high school and readiness for post-secondary education.
- ☐ •Goal Two: Improve the health and wellness of students and personnel.
- ☒ •Goal Three: Provide a safe and secure physical and technological environment for all students and employees.
- ☒ •Goal Four: Promote innovation which focuses on best practices and quality efforts that improve our best-in-class position.
- ☐ •Goal Five: Recruit, develop, retain, and recognize high performing and diverse faculty and personnel.
- ☒ •Goal Six: Build strong partnerships with family, business, community and government at the classroom, school, area, and district level.
- ☐ •Goal Seven: Ensure district's leadership as an environmental steward through innovative ecology and energy conservation programs.

FINANCIAL IMPACT:
 There is no financial impact to the District at this time.

EXHIBITS: (List)

1. Copy of RFP: 29-067N
2. Agreement

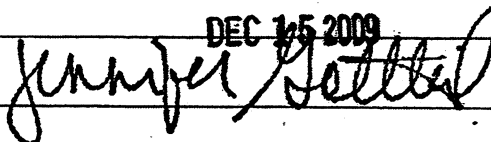
BOARD ACTION: APPROVED	SOURCE OF ADDITIONAL INFORMATION: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Craig Kowalski</td> <td style="width: 40%;">754-321-0735</td> </tr> <tr> <td>Jeffrey S. Moquin</td> <td>754-321-2650</td> </tr> <tr> <td>Donnie Carter</td> <td>754-321-2610</td> </tr> </table>	Craig Kowalski	754-321-0735	Jeffrey S. Moquin	754-321-2650	Donnie Carter	754-321-2610
Craig Kowalski	754-321-0735						
Jeffrey S. Moquin	754-321-2650						
Donnie Carter	754-321-2610						
(For Official School Board Records' Office Only)	Name Phone						

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Donnie Carter, Chief Operations Officer
Office of the Chief Operations Officer

Approved in Open Board Meeting on:

By:

Revised July 2008
 JFN/DCarter/JMoquin:dwg



 School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into as of this 15th day of December 2009, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

INTEGRATED BIOMETRIC TECHNOLOGY, LLC

D/B/A L-1 ENROLLMENT SERVICES

(hereinafter referred to as "L-1"),
whose principal place of business is
15 Century Blvd., Suite 500
Nashville, TN 37214

WHEREAS, SBBC issued a request for proposal, identified as RFP 29-067N, Fingerprinting and Background Check Services dated April 22, 2009, and amended by Addendum No. 1, dated May 8, 2009; (herein referred to collectively as "RFP"), which are incorporated by reference herein, for the purpose of receiving proposals for fingerprinting and background check services; and

WHEREAS, L-1 submitted a proposal in response to RFP (hereinafter referred to as "PROPOSAL"), incorporated by reference, as the primary proposer; and

WHEREAS, L-1 has offered to provide fingerprinting, background check services and Photo ID Badging, which are included in their RFP and has been recommended for a contract awarded under the RFP; and

WHEREAS, SBBC has a requirement to fingerprint, background check and ID badge vendors, consultants, contractors, aftercare workers and construction workers. SBBC will fingerprint SBBC employees and teachers; and

WHEREAS, L-1 is willing to provide the equipment, staff and locations to fingerprint SBBC's clientele at no cost to SBBC.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement shall commence on from date of award and conclude on **June 30, 2015** unless terminated earlier pursuant to 3.04 Section of this Agreement. The term of this agreement may be extended for five additional one-year periods and, if needed, 180 days beyond the expiration date of the final renewal period.

ARTICLE 2 – SPECIAL CONDITIONS

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement; then
Second: Addendum No. 1; then
Third: RFP 29-067N – Fingerprinting and Background Check Services; then
Fourth: Proposal submitted in response to the RFP by L-1

2.03 **Price Schedule.** L-1 shall guarantee all-inclusive rates that shall not exceed the rates outlined in **Attachment A** unless amended and approved by SBBC. The Price Schedule is used to establish firm pricing for L-1 and generate income for SBBC.

2.04 **Indemnification.**

A. By SBBC: SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28 Florida Statutes.

B. By L-1: L-1 agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by L-1, its agents, servants or employees; the equipment of L-1, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of L-1 or the negligence of L-1's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by L-1, SBBC or otherwise.

2.05 **SBBC Photo Identification Badge.**

Background Screening: L-1 agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that L-1 and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of L-1 or its personnel providing any services. L-1 will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to L-1 and its personnel. The Parties agree that the failure of L-1 to perform any of the duties described in this section shall constitute a material breach of this RFP/BID entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. L-1 agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in L-1's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 2 – SPECIAL CONDITIONS

2.06 Insurance Requirements.

Proof of the following insurance must be furnished by the L-1 to SBBC by Certificate of Insurance within 15 days of notification by SBBC. Such certificate must contain a provision for notification to SBBC 30 days in advance of any material change in coverage or cancellation. **SBBC shall be named as an additional insured under the General Liability policy.** The insurance carrier's Certificate of Insurance shall state:

2.06.1 General Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

2.06.2 Professional Liability Insurance with limits not less than \$1,000,000 per occurrence.

2.06.3 Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this bid, with bodily injury limits of liability of not less than \$1,000,000 per person; and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000.

2.06.4 Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

The insurance policies shall be issued by companies qualified to do business in the State of Florida and grant SBBC, thirty days of advanced written notice of a cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

Prior to the commencement of any work L-1 must provide SBBC Supply Management and Logistics Department with a Certificate of Insurance which is evidence of the above coverage and with SBBC named as an additional insured.

2.07 Scope of Services. The Scope of Services is incorporated herein as **Attachment B.**

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as of any rights or limits to liability existing under Section 768.28, Florida Statutes.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 3 – GENERAL CONDITIONS (Continued)

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.18 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.19 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

ARTICLE 3 – GENERAL CONDITIONS (Continued)

3.20 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director of Professional Standards/Special Investigative Unit
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 355
Sunrise, Florida 33351

To L-1 : Chris Brown
Integrated Biometric Technology LLC
d/b/a L-1 Enrollment Services
1650 Wabash Avenue, Suite D
Springfield, IL 62704

With a Copy to: Charles Carroll, President
Integrated Biometric Technology LLC
d/b/a L-1 Enrollment Services
15 Century Boulevard, Suite 500
Nashville, TN 37214

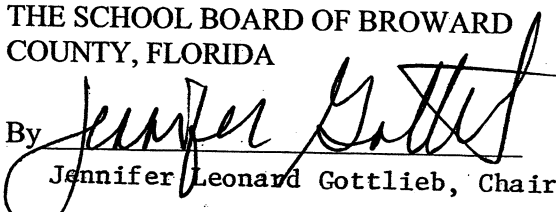
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

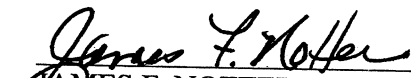
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By


Jennifer Leonard Gottlieb, Chair

ATTEST:


JAMES F. NOTTER
Superintendent of Schools

Approved as to Form and Legal Content:


School Board Attorney



FOR L-1

(Corporate Seal)

INTEGRATED BIOMETRIC TECHNOLOGY LLC
D/B/A L-1 ENROLLMENT SERVICES

ATTEST:

By

Charles R. Carroll
Charles R. Carroll, President

_____, Secretary

^{OR-}
Curtis W. Crane
Witness

Patricia A. Payne
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Tennessee

COUNTY OF Davidson

The foregoing instrument was acknowledged before me this 19th day of October, 2009

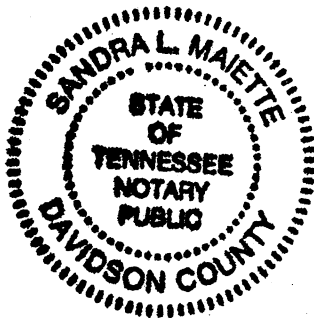
by Charles R. Carroll of L-1 ENROLLMENT SERVICES, on behalf of
Name of Person

the corporation/agency. He/She is personally known to me or produced TN Drivers License
Type of Identification

as identification and did/did not first take an oath.

My Commission Expires:

(SEAL)



Sandra L. Malette
Signature – Notary Public

Sandra L. Malette
Printed Name of Notary

Notary's Commission No.

TIERED PRICE PROPOSAL						
			< 20,000		> 20,000	
			Revised RFP Response		Response	
Contractor			Per RFP Response		(Issuances + Renewals)	
					(Issuances + Renewals)	
			Issuance	Renewal	Issuance	Renewal
L-1 Fee			\$9.25	\$9.45	\$13.00	\$19.00
FDLE/FBI Fee			\$43.25		\$43.25	
Applicant Retention Fee			\$6.00	\$6.00	\$24.00	
SBBC Fee *			\$18.00		\$14.25	\$1.00
Total			\$76.50	\$15.45	\$94.50	\$20.00
Dual Purpose						
L-1 Fee						
FDLE/FBI Fee						
Applicant Retention Fee						
SBBC Fee *						
Total						
FSSR Applicants						
L-1 Fee						
FDLE/FBI Fee						
Applicant Retention Fee						
SBBC Fee						
Total						
Lost Replacements						
L-1 Fee						
FDLE/FBI Fee						
Applicant Retention Fee						
SBBC Fee						
Total						

* SBBC Fees are at the discretion of SBBC, and may be adjusted as desired to produce a lower or higher cost to the applicant.

SCOPE OF SERVICES

The following scope of work provides the specific work tasks, hardware and software solutions, and other information that will be provided from L-1 to SBBC in performance and fulfillment of the contract requirements from Attachment D, Statement of Work and Requirements from the Request for Proposals (RFP) 29-067N, Fingerprinting and Background Check Services. This information is intended to supplement the full RFP response in which L-1 defined their proposed solution upon which bid award was based.

1. **Turn-key Solution:** L-1 shall provide SBBC with a complete turnkey operation for fingerprinting and badging services that conform to all State of Florida Statutes and Federal laws, including equipment, staffing, on-line website, and four (4) mutually agreed upon locations within Broward County Florida. The specifics of the hardware and software installation, and customization, including the specifics of the solution workflow, registration web site, administrative web site, specific administrative reports, data export format, and functions available on the Contractor provided Review Client software will be documented in a mutually agreed upon Technical Specifications document. As this document will continue to evolve as we continue to refine the solution specifics, this document is not included.
2. **Locations and Hours:** L-1 shall provide four (4) enrollment centers, including necessary staffing, to operate Monday-Friday 9am-5pm. In addition, at least one center will operate on Saturday from 10am-2pm and at least one center will operate from 9am-7pm on Monday, Wednesday and Friday. L-1 enrollment officers will be available to provide fingerprinting services, provide service to walk-in applicants and answer questions about the program.
3. **SBBC Numbers and Vendors:** L-1 shall utilize the appropriate SBBC supplied Originating Agency Identification (ORI) number and reason fingerprinted information for each type of applicant being processed in accordance with Florida Department of Law Enforcement (FLDE) and Federal Bureau of Investigations (FBI) requirements.
4. **Registration and On-Line Website:** L-1 shall provide a secure web site, utilizing 256-bit SSL encryption. The web server providing registration services shall be secured behind a firewall providing protection standards that meet or exceed the FBI Criminal Justice Information System (CJIS) security policy. The L-1 website shall allow for SBBC approved entities to utilize the registration site to register their applicants for enrollment. Further details on the registration process are found in section 4.3.2.4 of the L-1 Bid response on pages 34-41.
5. **Clearance Status:** Authorized SBBC employees shall have access to review and assign a final clearance status to each application being processed using L-1 provided software. System software will also be provided by L-1 which will programmatically review the criminal record check results provided from the FDLE and FBI fingerprint searches for each transaction and assign an appropriate clearance status for final review by authorized SBBC staff. This software can be configured to allow for automated clearance processing of transactions for applicants which have returned no identifiable criminal records. Upon assignment of a status which requires notification, email notifications will be sent or letters will be generated, as appropriate, based on the ability and preference of the applicant or entity to receive these notifications.
6. **Registration on Website or Fingerprint Service Centers:** SBBC clientele will be able to register for an enrollment appointment via a secure internet registration system. An appointment is not necessary for applicant enrollment; however, enrollment is required for processing due to the requirement of completion of data on the SBBC Security Background Check Form. Applicants without internet access can call our toll free call center to schedule an appointment and provide enrollment information.

SCOPE OF SERVICES

7. **Clientele Payments:** SBBC Clientele shall be offered the following payment options; at the time of scheduling, L-1 will accept VISA, MasterCard or Discover credit cards, debit card or e-check. Approved payments options made at the enrollment center are cashier's check, money order, personal or business check. L-1 will be responsible for all costs associated with NSF checks provided by Clientele.
8. **Processing Fees:** An applicant's company shall have the ability to set up an account with L-1 to pay for its employees. This account will be termed an "escrow account" and will be established by application by the company and an initial deposit of funds. The escrow account will be credited as each applicant provides the account number for their company as the payment option. L-1 shall collect all agreed upon fees, as indicated in the Price Schedule found in **Attachment A**, including the FDLE and FBI fingerprint processing fees and the associated Applicant Retention Fees. All fees collected above the L-1 Fee, FDLE, and FBI fees, shall be provided to SBBC at the end of each month along with an itemized list of the applicants processed and associated fees collected. L-1 shall notify SBBC in writing thirty (30) days prior to increasing administrative fees. SBBC will respond back to L-1, in writing, if the additional administrative fees are acceptable for processing. SBBC reserves the right to reject any additional administrative fees deemed inappropriate.
9. **Mobile Fingerprint Unit:** L-1 will provide mobile enrollment services to SBBC Clientele for groups of 50 or more applicants being enrolled in the same location. This mobile enrollment service will required that all applicants have registered on-line or via the call center at least one day previous to the scheduled enrollment session. Mobile enrollment sessions must be scheduled at least 10 business days in advance unless otherwise agreed upon between Customer and SBBC.
10. **Fax Number and Database:** L-1 will coordinate a mutually agreed to fax line that will serve as the location for SBBC Clientele to send requested documentation used by SBBC in performance of this contract. L-1 will provide a function within the software provided to SBBC to allow the scanning of documents and attachment of these scanned images to the applicant's transaction in the database system provided as a part of the performance of this contract. The scanning device will be provided and maintained by SBBC. The database and administrative web servers provided by L-1 will be under the physical control of SBBC technical staff and maintained and supported by L-1. All transactional and supportive data contained in this database system shall remain the property of SBBC.
11. **Maintenance of Fingerprint Database:** L-1 will maintain all fingerprint transactions for the term of this contract, and upon discontinuance of service, L-1 will provide SBBC all fingerprints and associated data on an agreed upon electronic media device. All transactions will be archived in National Institute of Standards and Technology (NIST) file format in accordance with the FDLE, FALCON Interface Control Document version 1.7. L-1 will provide the functionality within the software provided to SBBC the ability to resubmit fingerprint transactions. Since the FBI policy on resubmission of prints requires new sets of prints to be obtained when the initial printing is over 90 days old, the software will provide a warning when resubmission attempts are made for a period beyond the 90 day timeframe. Resubmission of prints for the purpose of reactivation or renewal will be subject to the applicable fees identified in the contract for new or renewal enrollments.

SCOPE OF SERVICES

12. **File Database Transfers:** L-1 will work with SBBC and their previous vendor to transfer all data to the L-1 supplied database system. SBBC will coordinate the provision of documentation from the previous vendor of the format of the data transfer. This documentation will include all data structures and data element lengths, format, and code explanations. SBBC shall ensure that the data is provided on electronic media accessible to L-1. Once this data is imported into the database, all records will be fully accessible and available for full functionality of the L-1 provided solution.
13. **Reports to FDLE/FBI:** All applicants reaching the five year mark since their initial printing will be notified to renew their status. This enrollment will include collection of the FDLE Applicant Retention fee for the next five year period for this applicant. Since the FBI policy on reprint submission prohibits resubmission of the originally collected prints, the applicant will be instructed to go for a new enrollment process. SBBC will be provided email copies of all notifications to such applicants.
14. **Photo and ID Badging Process:** L-1 will receive a signed copy of the ID Badge Request Form from the applicant at the enrollment center. Once the applicant's identification and forms are reviewed and verified, the enrollment officer will take a clear and legible picture of every applicant for badging. The photo shall be a digital (not analog) mug shot image that will adhere to those established for the purposes of Driver License/Identification Card photographs. Hats must be removed; however, religious headwear may be worn for the photograph. If religious headwear is worn, the technician shall ensure that the applicant's facial features (eyes, nose and mouth) are completely visible. It is not necessary for the applicant's ears to be visible. Dark shades and any disguises obviously designed to conceal identity must be removed. For each enrollment session, the enrollment officer will also capture the applicant fingerprints and transmit them for processing.

Once SBBC has granted an applicant a security clearance using the L-1 supplied software, the applicant information will be included in the nightly data export necessary for card printing. L-1 will print all badges from a central site and store the badges in a secure fashion until these badges are delivered to the correct location for distribution to the applicant. The applicant or the applicant's company will be notified that the badge is ready for pick up. The notification will include the location for the pickup, any restrictions on time and hours of availability of the location, and instructions to the applicant to pick up the badge within eight (8) business days. If the badge remains unclaimed after the eight day period, it will be returned to the central issuance location and SBBC will be notified. L-1 will send an email and written letter to the applicant or applicant's company, notifying them that they will have to go to the central location for badge retrieval. Once cards are delivered to the location for distribution, they will be stored in a secure fashion until they are delivered to the applicant.

When the applicant arrives for badge pick-up, the enrollment officer will log into the L-1 administrative web site, review the applicants photo identification, pull up the applicants record, including the photo captured at the enrollment, and verify that the person receiving the badge appears to be the same person as the one identified in the database. If this is a reissuance of any type, the enrollment officer collects the previously issued badge and both the applicant and enrollment officer sign the log sheet indicating the receipt of the new and previous badge. If this is a new issuance of the badge, the enrollment officer logs the issuance and the applicant and enrollment officer sign the sheet to indicate issuance has taken place. The enrollment officer will use the L-1 Administrative Website to update the status of the persons badge record to indicate the badge has been delivered. Once the badge is indicated as active and provided to the applicant, then the system will mark the record in the database. Each night, a process will be completed that will provide a data export in (.csv) format to SBBC personnel for import into the SBBC STAR system.

SCOPE OF SERVICES

15. **Legible/Illegible Fingerprint Process:** L-1 shall capture all fingerprint transactions using electronic capture devices. The applicant fingerprint service must be able to maintain a minimum of a 98% classifiability rate for all electronically captured fingerprint submissions. If SBBC authorizes the use of card scanning of fingerprints captured using the ink and roll method, then these prints will not be included in the classifiability rate. Fingerprints will be captured using FDLE and FBI standard methods, including indications of amputated or missing fingers. L-1 will resubmit transactions in a method that does not cause duplicative FBI charges. L-1 will be responsible for these duplicative charges if transactions are submitted incorrectly due to L-1's error. Duplicative charges incurred due to applicant or SBBC error will not be due by L-1. L-1 will contact each applicant to advise his/her prints are illegible, requesting that the applicant be fingerprinted again. L-1 will not charge an additional fee for this reprinting. L-1 shall notify an applicant of his/her illegible status within twenty-four (24) hours of receiving such status notification from SBBC, FDLE or the FBI. Should an applicant's fingerprints be found to be illegible after the second attempt, then SBBC shall initiate a name search for the applicant on behalf of SBBC with FDLE/FBI. If the applicant cannot be contacted, notification will be made to the applicant's company to re-schedule the process.
16. **Performance of Services:** In the performance of services for SBBC hereunder, L-1 shall perform in a prompt and timely manner and use commercially reasonable efforts to complete such services in accordance with the agreed upon processing schedule(s). L-1 shall transmit fingerprints to FDLE/FBI by the end of each business day. L-1 shall devote such time, attention and care to the performance of such services as L-1 devotes to the normal and regular performance of services for L-1's clients. L-1 shall have the right to employ such methods and procedures in the performance of services as L-1 shall deem appropriate and have the right, in its sole discretion, to refuse to perform services for SBBC where the performance of services by L-1 would adversely reflect on L-1's reputation or integrity. All services provided to SBBC by L-1 will be conducted in a competent and workmanlike manner. Fingerprinting services are to be in compliance with the provisions set forth by Florida Statute 1012.465 (Jessica Lunsford Act) and any Federal Laws.
17. **Computer Media Specifications; Regeneration of Data:** In connection with any services requiring computerized data to be supplied by SBBC, all such data shall be delivered to L-1 at SBBC's expense and shall be submitted in a format and upon such computer media as will meet L-1's computer processing specifications. A mutually agreed upon backup methodology will be agreed upon between L-1 and SBBC that will provide for a rotation of reliable backups of all data in the database. In the event of loss, damage or destruction to any data of SBBC while in L-1's possession or control, L-1's liability shall be limited to the cost of regeneration of such data utilizing a backup copy of such data.
18. **Nonconforming Services; Review of Results:** L-1 shall perform the services hereunder in accordance with the terms of this contract. Should SBBC determine that the services provided and or performed do not conform to this contract, SBBC shall notify L-1, in writing of any nonconformance. L-1, at L-1's expense, will correct any material nonconforming services where the nonconformity results solely from errors on the part of L-1. Non-conformance may be considered as, but not limited to, failure to open facilities during agreed upon times, without prior notification, failure to maintain and provide reports as requested by this agreement, etc. L-1 will endeavor to correct all nonconforming elements within a timeframe which shall be mutually agreed to by both parties. SBBC shall review and approve results provided by L-1 and immediately notify L-1, in writing, should the nonconforming element not be resolved. Failure to resolve nonconforming elements may result in default and termination of the contract. Where L-1 is not informed of nonconformance, L-1 shall be entitled to assume the results are correct for the purpose of completing the services under this Agreement, and shall not be liable for the cost of correcting any nonconformance approved in error. SBBC's failure to give L-1 written notice of nonconforming services within thirty (30) days after learning of the nonconformity shall constitute final acceptance of the services by SBBC.

SCOPE OF SERVICES

19. **Representations and Warranties:** SBBC represents and warrants that (a) it has obtained proper agreement or approval for the use and re-use of data prior to the delivery of such data to L-1, including but not limited to the express written consent, upon L-1 approved consent form of SBBC's employees, L-1's, agents or third parties to use data to provide the services; (b) use of the data will not violate, conflict with or infringe on any rights of any other person or entity (including without limitation any contractual, intellectual property, privacy or other rights); (c) the provision of the data does not and will not violate any applicable governmental law, statute, rule, regulation or ordinance.
20. **Use of Data:** L-1 shall instruct its employees and those who have access to or will have access to the data regarding the restrictions contained in this Agreement and L-1 shall initiate appropriate security measures to prevent the accidental or otherwise unauthorized use or release of the data. Should this information be used inappropriately, by L-1's employees or sub-L-1s, L-1 shall be liable for all consequences of the inappropriate use and hold SBBC safe and harmless in all proceedings. L-1, its affiliates, subcontractors and partners will not own, use or retain any copies of the SBBC's data to perform commercial services without the SBBC's prior written consent. L-1 will only retain SBBC's data for the required length of time needed to complete any and all transactions requested by SBBC but in any event for no less than thirty (30) days.
21. **Use of Services:** L-1's services shall be limited to processing applicants' fingerprints for security clearances and verifying the applicant identification through various documents such as Government issued ID cards, drivers' licenses, etc. SBBC shall conduct all background checks and compare to SBBC employment standards prior to authorizing the issue of a security badge. SBBC shall keep all data, information and reports generated as a result of the provision of services, whether oral or written, strictly confidential and, except as required by law, reveal information from reports only to such individuals or a person(s) whose duties require him or her to participate in the decision for the transaction for which the service was ordered and shall initiate appropriate security measures to prevent the accidental or otherwise unauthorized use or release of any information. Under no circumstances shall SBBC attempt, directly or indirectly, to discover or reverse engineer any processes or criteria developed or used by L-1 in performing services.
22. **Integration:** L-1 shall support the integration of properly formatted SBBC data bases and data sources from the SAFE™ System (Out Sourced Fingerprint Network) as stored by current vendor. L-1 shall support the integration of existing vendor and/or vendor employee fingerprint NIST records extracted from current vendor. SBBC is solely responsible for all costs associated with extracting the vendor and/or vendor employee fingerprint NIST records from current vendor. L-1 will provide the integration services at no charge if data is able to be converted into L-1's desired format. If SBBC provides the data in a format that is not supported by L-1, L-1 has the right to provide a reasonable scope of work to support the integration of the existing fingerprint data source. L-1 shall support the integration of SAFE System data in the event of a termination of contract to a service provider of SBBC's choice. L-1 agrees to provide this data in an Extensible Markup Language (XML) format (or newer format) at no charge. If alternate format is required, SBBC will provide the system specifics to L-1 for review. L-1 shall provide a reasonable scope and estimated costs of work if significant development is required to support the alternate format request. No work is to be performed until accepted and approved, in writing, by SBBC.

SCOPE OF SERVICES

- 23. Retained Ownership:** SBBC acknowledges that L-1 will expend substantial time, effort and funds to develop a database application software system (similar to SAFE™ System, currently being used) which is the subject of this contract. Nothing contained in this Agreement shall be interpreted to convey to SBBC or to any other party any right, title or interest in the services, including any patent, trademark, service mark, copyright or other proprietary right. In performing services hereunder, L-1 will utilize certain computer programs, software, firmware, hardware, systems, know-how, processes, algorithms, specifications, instructions, test procedures, manuals, equipment and other tangible and intangible property, which are either proprietary to L-1 or received by L-1 from third parties and with respect to which there is an obligation on the part of SBBC not to disclose the same to others (collectively referred to as "Proprietary Property"). Nothing contained in this contract shall be deemed to convey to SBBC any right, title or interest in such Proprietary Property, other than the specific rights granted herein. L-1 shall not be restricted in any manner, under the terms of this Agreement, from using or disposing of the Proprietary Property in performing services for others (irrespective of whether such services are similar or identical to the services performed hereunder), or in licensing, sublicensing or otherwise utilizing the L-1's Proprietary Property. Neither party will use, or permit his/her respective employees, agents and subcontractors to use, the trademarks, service marks, logos, names or any other proprietary designations of the other party, or the other party's affiliates, whether registered or unregistered, without such other party's prior written consent. Subject to all other terms of this contract, L-1 grants SBBC a non-exclusive, nontransferable, royalty free limited license to the database application software system, user, installation, and training guides, and any supplemental training materials; this includes all paper or hard copy documents and electronic media) provided by L-1 to SBBC. SBBC shall return the database application software, user installation, and training guides, and supplemental training materials within ten (10) days of the termination of this contract or upon the request of L-1. SBBC shall remain solely liable for the maintenance and support of any software or hardware furnished by SBBC or third parties.
- 24. SBBC Retained Ownership:** L-1 acknowledges that SBBC will retain ownership of SBBC's vendor and/or vendor employee data, included but not limited to demographic data, NIST records (fingerprint image archive and retrieval system), photograph images and transaction history notes, etc. L-1 shall provide this data in an XML format (or newer format) at no charge to SBBC. If an alternate format is required, SBBC will provide the system specifics to L-1 for review. L-1 shall provide a reasonable scope of work and estimated costs if significant development is required to support the alternate format request.
- 25. Right to Sub-Contract:** L-1 may subcontract the performance of any or all of the services to be rendered in accordance with this contract. In the event that L-1's relationship with a subcontractor providing services is terminated or a subcontractor fails to perform any obligations under any project hereunder, L-1 may subcontract the performance of the services to another subcontractor, with prior written approval of SBBC. L-1 will take every precaution to ensure that L-1 and L-1 employees meet all of SBBC's requirements to include fingerprinting and background checks. All L-1 employees and its subcontractors will be required to present an official SBBC issued photo identification badge to authenticate his/her identity. L-1 bears total responsibility for its subcontracted vendors. SBBC shall not be liable to any third party financially or contractually under this contract. L-1 agrees to this condition by signing the SBBC provided Required Response form.

SCOPE OF SERVICES

26. **Project Manager:** For the term of the contract, SBBC requires a dedicated, on-site project manager to support the Administrative Coordinator for Security Clearance with the transition of files, operation of Administrative Site and other duties as assigned to make sure the process to fingerprint applicants is trouble-free. The project manager can also be used a consultant for the project to help minimize costs, developing new procedures and coordinate fingerprinting and photo site locations within Broward County. SBBC will provide, without charge, this person a reasonable workspace to accomplish this work at SBBC facilities.
27. **Awardees' Personnel:** L-1 shall ensure that an adequate number of appropriately qualified personnel are employed and available to provide the services in accordance with this contract. L-1's personnel, while on School Board property, shall wear SBBC's photo identification badge, properly displayed. In the event that any of L-1's associates do not comply with such security requirements, SBBC in its sole reasonable discretion, will have the personnel removed from the premises. Personnel commitments offered as a part of this contract shall not be changed unless approved, in writing, by SBBC. If SBBC believes that the performance or conduct of any person employed or retained by L-1 to perform any services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this RFP, SBBC shall notify L-1, in writing, and L-1 shall promptly address the performance or conduct of such person, or, at the request of SBBC, immediately replace such person with another person acceptable to SBBC and with sufficient knowledge and expertise to perform the services in accordance with this contract.
28. **Shared System Database Information and FSSR Process:** The FSSR is a secondary site where criminal history record results requested via submission of a fingerprint by one school district will be posted and will be available to public schools including university schools. If applicant claims that his/her fingerprints are in the shared system, (fingerprinted by another Florida School District or governmental entity within the past 12 months), the L-1's system will notify SBBC, via email. SBBC will access the shared system and verify that the applicant is in fact in the system. If the applicant is not in the system, the transaction will not be sent for the applicant until the issue is resolved. If it is found that the applicant incorrectly indicated this status, he/she will be required to start the enrollment process again, and both SBBC and the applicant's employer will be contacted as well.
29. **Product Support and Training:** L-1 shall provide, coordinate and plan complete product support and training for the services required for the entire contract period. Support and training shall include, but not be limited to at no additional cost to SBBC, answering technical questions of the product or service, providing demonstrations and troubleshooting problems of the software, service or equipment. The manufacturer shall be required to provide training to four persons who will be trained in the complete operation and maintenance of the systems. This training shall be inclusive of all travel expenses required.
30. **Customer Service:** L-1 shall provide a dedicated person from their main office to handle all aspects of this contract. This dedicated person must be "on call" during work hours to answer questions, inquiries and resolve problems. The dedicated person must be able to communicate clearly both in writing and speech either by phone or by email. Dedicated person must respond promptly to customer inquiries and resolve customer complaints. Dedicated person must process orders, forms, applications and requests. L-1 must answer customer inquiries, questions and problems, directly with SBBC's customers, in an efficient and timely manner. Any problems or questions that SBBC may have for L-1 must be answered either the same day or within a maximum of 48 hours in order to solve a problem and/or answer a question.