



Request for Qualifications (RFQ)
For
Risk Management Insurance Broker Services
PR24-5067

Issued: March 14, 2024
Date Due: March 27, 2024

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RFQ for Risk Management Insurance Broker Services

SECTION I. Introduction

A. Request for Qualifications

The Early Learning Coalition of Broward County, Inc. (the COALITION) is seeking proposals from one or more qualified vendor(s) to provide Risk Management Insurance Broker Services. This service is being procured through an RFQ to select the best qualified responsible vendor(s) that is most advantageous to the COALITION through an open, competitive process taking price, service value and all other factors into consideration.

The source of funding for the requested services is as follows:

| | |
|--------------|-------------|
| Federal: | 80% |
| State: | 18% |
| Local: | 2% |
| Total | 100% |

B. About the Early Learning Coalition of Broward County, Inc.

The COALITION is a not-for-profit 501(c) (3) organization established in 2000, pursuant to the School Readiness Act of 1999 and Florida Statutes Section 411.01. The COALITON is designated by the State of Florida's Office of Early Learning as administrator of all publicly funded early child care and education programs in Broward County. For over twenty years, COALITION Broward has been responsible for quality early care and education services for our children. We are accountable for helping families find local child care and developing plans to address Broward County's early learning needs.

Our Mission is to lead and support the early learning community to deliver high quality early learning experiences to young children and their families. Our Vision is that all children have high quality early learning experiences leading to success in school and life. We strive to accomplish this by providing resources, advocacy, leadership, coordination and oversight for our child care and early education industry. We promote quality in all child care programs by incentivizing performance standards through coaching, training, and business development.

The COALITION administers the School Readiness (SR) program in order to prepare young children to successfully transition to school and also help close the achievement gap for low-income families. The SR program provides subsidized child care for children from eligible economically disadvantaged families, primarily focusing on children from birth to school age (zero to five) as well as after school care for school age children and those involved in foster care or the child welfare system. The SR program also provides a wide variety of training and quality support services to over 750 child care providers operating in the

County. In addition to SR, the COALITION administers access to Florida's Voluntary Pre-Kindergarten (VPK) education programs in Broward County, which are free for ALL children residing in Florida at age 4 regardless of income.

The COALITION also provides Child Care Resource and Referral services (CCR&R) to all Broward families, regardless of income, to help them identify and select the best child care and early education options to fit their needs such as special education services, specific hours of operation, or location near a parent's work or school. This wide range of agency activities services over 35,000 children each year while allowing their families to remain employed and/or in school and channels more than \$160 million into the economy of Broward County annually. The COALITION's programs provide an invaluable benefit not just to the children and families served but also to child care employees, early educators, small and medium sized businesses, and the communities and municipalities they live in.

C. Background and Scope of Services

1. Background:

The Coalition seeks a professional licensed insurance Broker/Agent to secure and help manage Risk Management Insurance coverage for the organization. Our coverage currently includes property/flood, general liability, human services professional liability, human services abuse and molestation, hired and non-owned auto, directors & officers liability, employment practices liability, ERISA bond and cyber policies. All of the policies except for one align with our fiscal year from July 1 to June 30. The Coalition currently employees 220 staff, most of whom work remotely from their homes. The Coalition rents approximately 15,000 square feet of office space which includes meeting space for trainings and staff, offices and cubicles and a reception lobby where parents can scan and submit program eligibility documents for online applications for services.

The initial term for the expected service Agreement will be for a minimum of three (3) years (with up to two (2) one (1) year renewal options) but shall not exceed five (5) years in total, including all renewal options. The Broker/Agent relationship would be expected to commence immediately following the selection process and Agreement execution, to include fulfilling all service requirements for a smooth transition for policy renewals effective July 1, 2024. The final vendor selection will be subject to approval by the Coalition Board of Directors.

2. Scope of Services:

At a minimum, the selected Broker/Agent will be expected to provide the following services:

- Assign experienced staff immediately upon proposal acceptance to assess ELC's operational risks and provide a recommendation regarding the appropriate types of insurance, the levels of coverage necessary to protect from reasonable risks, the levels of deductible for each policy to provide the best balance of risk limitation and lower premium and other factors as the broker shall recommend.
- Based on the insurance coverage selected by ELC, organize, develop, present ELC insurance coverage requirements to insurance vendors and obtain price quotes from responsible insurers for

that coverage. Evaluate quotes and present the package of insurance policy terms, condition, and premiums to ELC staff that best reflect the goals and objectives of the Coalition.

- Represent ELC, as directed, in any negotiations with insurers or prospective insurer and other parties regarding insurance matters.
- Act as the liaison and advocate for ELC with underwriters and claims staff.
- Review contracts for adequacy and compliance with requested coverage and provide feedback as needed regarding management of risks.
- Issue evidence of enrollment, certificates of insurance, and insurance policies to all insured parties.
- Issue evidence of insurance as required to third parties.
- Answer coverage and program questions from ELC and/or its consultants or contractors in a timely manner.
- Be responsible for notifying ELC of invoicing of premiums for all outstanding policies to assure that no policy lapses inadvertently.
- Assess insurance company stability, solvency and service records.
- Meet with ELC staff at least annually or as requested to audit existing policies to determine adequacy of coverage and limits, appropriate deductible levels, overlap or gaps in coverage, restrictions in coverage, and notify ELC of any new developments in the industry or markets generally that affect the Coalition in any way or that impact the insurance coverage or policies sought by the ELC.
- Upon request, provide timely, verbal or written interpretation of coverage.
- The primary account representative and other account team members for the insurance broker shall be reasonably available to ELC and its staff to address questions related to this account.
- Provide such other services related to the insurance coverage as ELC may reasonably request and negotiate plan proposals and rate quotes from existing and alternate insurance carriers for annual renewals.

D. Minimum Vendor Requirements:

- Licensed to provide risk management insurance broker/agent services in Florida
- Proven track record of providing the services to other government or nonprofit entities of similar type and size
- Qualified, able, and available to provide the services as requested immediately upon award using existing capacity.
- Knowledgeable about available coverages, options and the economic, regulatory, or other issues relevant to the requested services.
- 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
- Completed IRS form W-9
- Certified Minority Owned or Veteran Owned Businesses (Preferred)

E. Required Submission Contents and Checklist:

1. Coversheet including RFQ Name, Number, Date of Submission and Applicant Contact email.
2. Signed Certification Affidavit Form (Exhibit A)
3. Description of the firm including name, parent company name, license number, years in business, total number of staff, number of staff and location of local office that will service the Coalition, firm specializations, and experience.
4. Qualifications and Experience of the specific individuals on the team that will service the Coalition including the name of the proposed primary point of contact.
5. Contact information for three current clients similar to the Coalition that we may contact for references including Contact individual name, title, name of organization, address, phone, email and period of time the applicant has been providing services.
6. A description of the applicant’s proposed approach to providing the requested services, including at least, but not limited to:
 - a. Approach to assessing the Coalition’s organizational risk and making coverage and deductible recommendations.
 - b. Methods, timing, and strategies for obtaining Proposals from policy vendors, including the applicant’s ability to leverage relationships and its client pool to obtain favorable arrangements and pricing.
 - c. Examples of risk mitigation training, activities or events the applicant can offer for staff
 - d. Methods the applicant will use to keep management informed of regulatory, compliance, economic or other changes that might affect the risk environment or coverage
 - e. Supporting or value-added services the applicant will offer throughout the year to improve the experience management has with services.
 - f. Supporting or value-added services applicant may offer to support the Coalition’s mission in the Community
 - g. Costs or fees associated with any of the value-added services. Likely commission rate or fee arrangement with policy vendors
7. Signed form W-9

The Coalition may request additional or supplemental documentation, affidavits, or other written evidence that your Applicant has all the necessary certifications, licenses and/or approvals or authorizations to deliver and/or provide the commodities and/or services stated in the RFQ.

F. Submission Instructions and Timetable

1. Submission

Each entity or person who responds to this RFQ (“Applicant”) shall submit the required documents and content listed in Section E above (collectively referred to as a “Proposal”) **no later than March 27, 2024 at 5:00 PM**: Proposals should be emailed to rfq@elcbroward.org and include a contact name and email for correspondence. It is the responsibility of the Applicant to ensure that the Proposal arrives on time and is confirmed received. Proposals and modifications to Proposals received after the time and date specified herein for Proposal submission will not be considered by the COALITION. Submissions by facsimile or delivery will not be accepted. Late Proposals will not be considered.

2. Timeline

| | |
|---|---|
| RFQ posted on Coalition Website | March 14, 2024 |
| Virtual Pre-Bid Conference | March 20, 2024 1:00 PM EST |
| Deadline for receipt of written questions | March 25, 2024 5:00 PM EST |
| Deadline for Electronic Submission of Proposals | March 27, 2024 5:00 PM EST |
| Rating Committee/Applicant Interviews | April 8, 2024 9:00 AM – 12:00 PM EST |
| Award Notice Posted | May 7, 2024 |

G. Evaluation Criteria

The COALITION’s Rating Committee will evaluate the proposals to make recommendations for selection in accordance with established evaluation criteria. The Rating Committee may request an interview with the applicant to answer questions about a proposal. The Committee will select the applicant who best conforms to the RFQ and represents the best value to the COALITION. The COALITION will evaluate the responses, announce the award of the RFQ, and begin contract negotiations for services. An applicant’s response to this RFQ should contain the applicant’s best terms from a price and technical standpoint within the marketplace. If agreement on terms of service cannot be reached with the selected applicant, the COALITION shall negotiate with their next selection(s) until an agreement is reached. At any time during the negotiations, COALITION may modify the choice of a selected applicant if determined to be in the best interest of COALITION. Notwithstanding the foregoing, the COALITION reserves the right to conduct discussions with applicants 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:

| | |
|---|-------------|
| Firm Description, Experience and Capacity | 20% |
| Qualifications and Experience of Team Members | 30% |
| Approach to Delivery of Requested Services | 40% |
| Value Added Services | 10% |
| Total | 100% |

H. 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 procurement opportunity and until completion of contract or purchase order. A proposal from any organization will be disqualified if the applicant or a lobbyist for the applicant, paid or unpaid, violates this condition of the procurement process.

I. Conflict of Interest

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

J. 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 II, Paragraph J, (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.

K. Cone Of Silence - Limitations on Contacting COALITION Personnel/Others.

Effective as of the issuance of this RFQ and ending at the end of the 72-hour period following the posting of the COALITION's Notice of Intended Award, excluding Saturdays, Sundays and state holidays, applicants to this RFQ or persons acting on their behalf may not contact, and/or discuss, with any member of the COALITION's Board, Rating Committee, Evaluation Team or COALITION Staff, any matter that pertains to this RFQ, except in writing with the person identified in **Section I, paragraph J. (Public Information) of this**

RFQ, or at any publicly noticed meetings of the COALITION during which this RFQ will be discussed, or as otherwise provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

L. Notice of Award

The COALITION anticipates awarding one or more applicants whose proposal is determined to be the most advantageous to the COALITION and its clients; taking the price and the other criteria set forth in this RFQ into consideration. The COALITION will electronically post a Notice of Intended Award at the COALITION's website following the COALITION Board's selection of the successful applicant. If the Notice of Intended Award is delayed, in lieu of posting the Notice of Intended Award, the COALITION will post a notice of the delay and a revised date for posting the Notice of Intended Award.

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Section II: Terms, Conditions and other Requirements

A. Award and Agreement

Vendor Agreement: An Agreement for services 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.

Breach of RFQ and Cancellation of Award: In the event any of the provisions of the RFQ are violated by the successful Applicant during the RFQ process or subsequent to award, but prior to execution of an Agreement between the COALITION and the successful applicant, the CEO, or their designee may give written notice to the successful Applicant 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 Agreement or Purchase Order arising from the award of the RFQ with the successful applicant) with written notice to the successful or offending applicant, whichever is applicable, if said applicant has violated the terms and conditions of the RFQ.

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. All Applicants should contact the COALITION's contact person for this solicitation as set forth in Section I. J (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 Proposals 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 applicant, 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 applicants, in whole or in part, award only a portion of this solicitation, and award this solicitation to more than one applicant. The COALITION reserves the right, before awarding the contract, to require applicant(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 Agreement for any area, combining the offering, or parts thereof, of one or more applicants. In consideration of the COALITION's evaluation of submitted proposals, the Applicant, 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 application 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 applicant(s) regarding any laws or the Grant Agreement will in no way be a cause for relief from responsibility. The applicant 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 applicant shall be disqualified if:

1. The Applicant or affiliate has been placed in the discriminatory, convicted, or scrutinized company applicant list pursuant to Sections 287.133, 287.134, or 287.135 of the Florida Statutes.
2. The Applicant 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 Applicant 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 Applicant or affiliate had a contract terminated by the COALITION, by any other COALITION or Florida state agency for cause.

5. The Applicant or affiliate or any of its staff have participated in the development of the RFQ documents for this Solicitation.
6. The Applicant or affiliate fails to comply with the mandatory requirements as set forth in this RFQ.
7. The Applicant or affiliate or agent of the Applicant or any of its staff make contact in violation of the provisions of the Cone of Silence as set forth in this RFQ.

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 Quote 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 Proposal

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

I. Default

In the event that the Applicant should breach the RFQ or the resulting Agreement upon any award to a successful Applicant, 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.

J. Public Records, Trade Secret and Confidential Materials

Article 1, Section 24 of the Florida Constitution and Chapter 119, Fla. Stat., guarantees every person access to all public records. All information contained within each Proposal submitted to the COALITION pursuant to this RFQ is part of the public domain, consistent with Chapter, 119, Florida Statutes. The Applicant must invoke the exemptions to disclosure provided by law in their Proposals, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and state the reason, in writing, why the exclusion from public disclosure is necessary. All Proposals will be open for public inspection in accordance with Chapter 119, Florida Statutes, except for any information that qualifies as exempt information under Florida Statutes, and which has been identified by the Applicant. The COALITION will attempt to afford protection from disclosure of any trade secret as defined in Section 812.081, Florida Statutes, where Applicant identifies it as such in its response to this RFQ, to the extent permitted under Section 815.04, Florida Statutes.

Any prospective Vendor acknowledges, however, that the protection afforded by Section 815.04, Florida Statutes, is incomplete, and it is hereby agreed by the Applicant and the COALITION that no right or remedy for damages arises from any disclosure. Applicant agrees that no right or remedy shall be had against the COALITION that arises from any disclosure made by COALITION herein, in good faith, pursuant to Chapter 119, Florida Statutes. Further, Applicant agrees that it shall indemnify, defend, and hold the COALITION harmless from and against any losses, expenses, liabilities, costs, (including court costs and reasonable

attorney's fees and costs), claims or actions by a third party that relates to Applicant's claimed exemptions herein.

If the proposal includes material which is deemed a trade secret (as defined by Section 812.081, FS) or other confidential material exempt from the provisions of Chapter 119, FS, which the Applicant does not wish to become public record, the following statement should be included in the proposal:

"Trade Secrets" as defined by Section 812.081, Florida Statutes, or other confidential materials contained on applicable pages of this proposal shall not be used or disclosed, except for evaluation purposes. However, if a contract is awarded as a result of the RFQ, the COALITION shall have the right to use or disclose the information designated as trade secrets or confidential to the extent provided in the contract or law, whichever is applicable. This restriction does not limit the COALITION's right to use or disclose the information designated as trade secrets or confidential which is obtained from another source.

Any exemption claimed will be limited to the pertinent data/documents and must be supported by a state or federal statutory exemption. Notwithstanding anything to the contrary, nothing contained in the proposal shall be deemed or interpreted to restrict or prevent the COALITION from complying with the disclosure requirements of Chapter 119, Florida Statutes, when material is incorrectly identified or does not statutorily qualify as a trade secret or confidential information. By submitting a Proposal, the Applicant covenants not to sue the COALITION and waives any claim against the COALITION arising under Chapter 119, Florida Statutes or in connection with or as a result of any disclosures by the COALITION in connection herewith.

K. Dispute Resolution/Protest

1. Protest Process

A Applicant may dispute or protest an award of the RFQ by utilizing the following guidelines. By submitting a Proposal in response to this RFQ, the Applicant waives the ability to pursue any disputes or other proceedings pursuant to Chapter 120, Florida Statutes and shall comply with the following COALITION's Protest Process for this RFQ as stated below:

- a. A Notice of Intent to Protest, after award, must be submitted within three (3) business days after the posting of the Notice of Intended Award. Failure to timely file a Notice of Intent Protest before the award of a contract to a Successful Applicant shall forever bar the protesting Applicant from raising any issues related to, concerning, or arising from the RFQ (including the COALITION's handling of the RFQ) after award of the contract to the Successful Applicant and no further action will be taken by the COALITION on the Notice of Intent to Award.

- b. The COALITION shall contact the protesting Applicant and work to resolve the protest by mutual agreement between the COALITION and the protesting Applicant within five (5) business days of receipt of the written Notice of Intent to Protest (“Resolution Period”). If the Notice of Intent to Protest is not informally resolved between the protesting Applicant and the COALITION within the Resolution Period, the protesting Applicant may file a formal written Notice of Protest with the COALITION’s Chief Executive Officer describing, in detail, the following: (i) the reason(s) and nature of the protest (ii) the violation, if any, of any applicable laws and/or terms and conditions of the RFQ and (iii) the proposed resolution of the protest. A Notice of Protest must be forward to the COALITION within three (3) business days of the last day of the Resolution Period. The Applicant shall also forward at the time of the filing of the Notice of Protest all relevant materials, documents data or other information to the Dispute Resolution Committee that the Applicant believes supports its protest for review and consideration. Failure to forward such supporting documents or information will result in said documents or information not being considered by the Dispute Resolution Committee in evaluating the Applicant’s protest. Failure to timely file a Notice of Protest within the time period stated herein shall forever bar the protesting Applicant from raising any issues related to, concerning or arising from the RFQ (including the COALITION’s handling of the RFQ) and no further action will be taken by the COALITION on the Notice of Protest.
- c. Within five business (5) days of the submission of a timely Notice of Protest (“Hearing Period”), the COALITION shall convene a committee meeting composed of COALITION staff and/or, if available, board member(s) to hear the formal protest of the protesting Applicant (“Dispute Resolution Committee”) and recommend a course of action to the COALITION’s CEO. If board members are not available during the Hearing Period, the Dispute Resolution Committee may consist solely of COALITION staff. The protesting Applicant or its representative will be required to attend the scheduled committee meeting, or its formal protest will be dismissed by the Dispute Resolution Committee and no further action will be taken on said protest. The COALITION’s legal representative may be present to advise the Dispute Resolution Committee regarding hearing procedures and legal issues. The Dispute Resolution Committee reserves the right to invite and/or accept information from third parties (including, but not limited those parties that may be affected by the recommendations or decisions of the Dispute Resolution Committee or the COALITION’s CEO) .

The Dispute Resolution Committee will hear the arguments or statements of the Applicant, its witnesses (if applicable), as well as any other parties that have been directly noticed or requested via U.S. Mail, hand delivery or email by the committee to attend the committee meeting. The Dispute Resolution Committee will have two (2) business days from the day of the committee meeting to forward a recommendation to the CEO or their acting designee (if CEO is unavailable) regarding the Applicant’s protest. The Committee, at its sole discretion, may extend the time to forward its recommendation to the CEO or their acting designee (if CEO is unavailable), however, in no event shall such time frame extend beyond (5) business days from the day of the committee meeting.

- c. The CEO or its acting designee (if CEO is unavailable) shall have three (3) business days from the receipt of the recommendation of the Dispute Resolution Committee to make a final written decision regarding the Applicant's protest. If it is determined that the solicitation or award is in violation of law, the solicitation or award shall be canceled or revised. If it is determined that the solicitation or award should be upheld, the Chief Executive Officer shall promptly issue a decision in writing stating the reason for the action with a copy furnished to the protesting Applicant. The decision of the Chief Executive Officer shall be final and conclusive as to the COALITION and to the protesting Applicant. The CEO, at its sole discretion, may extend the time for final determination by written notice to the protesting Applicant however, in no event shall such time frame extend beyond (5) business days from receipt of the final recommendation of the Dispute Resolution Committee.

Nothing in this policy is intended to affect the power of the COALITION'S Board to settle actions pending before the courts. In the event of a timely protest, the COALITION shall not proceed further with the solicitation or with the pending award of the contract until a ruling is made on the protest unless the COALITION, with the advice of the COALITION's attorney, makes a determination that the award of a contract resulting from the RFQ, without delay, is necessary to protect the substantial or financial interests of the COALITION. If, in the sole determination of the COALITION, that a dispute may result in a delay or interruption of services to clients or operations of the COALITION, it reserves the right to contract with a contractor of choice on an interim basis to ensure the delivery of service or continuance of operations until the protest dispute is resolved. The disputed dollar amount will be earmarked until the protest is resolved. All other funds shall be available for distribution.

ALL NOTICES, PROTESTS AND FILING OF INFORMATION OR SUPPORTING DOCUMENTS AS STATED IN THIS SECTION II. K MUST BE SENT TO AT THE ADDRESS AND CONTACT PERSON LISTED IN SECTION I OF THIS RFQ,

2. Bond

- a. Any Applicant who files a protest shall post with COALITION, at the time of filing the formal written protest, a bond secured by an acceptable surety in Florida, payable to COALITION in an amount equal to one percent (1%) of the COALITION's estimate of the dollar value of the proposed contract, which bond shall be conditioned upon the payment of all costs which may be adjudged against the Applicant in which the action is brought.
- b. If, after completion of the protest process and the COALITION prevails, it shall be entitled to recover all costs and charges associated with attorney's fees. Upon payment of such costs and charges by the person protesting the decision, or intended decision or contract award, the bond shall be returned to the firm.

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EXHIBIT A

CERTIFICATION AFFIDAVIT

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

1. APPLICATION ACCURACY

Applicant certifies 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

Applicants 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 Applicant 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 Applicant violates this condition of the procurement process.

3. CONFLICT OF INTEREST

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

All Applicants must disclose the name of any officer, director or agency who is also an employee of the Coalition. All Applicants must disclose the name of any Coalition employee who owns, directly or indirectly, any interest in the Applicants' 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 Applicant, hereby attest that the following policies, procedures, regulations, and

documentation are in effect:

- a. Equal Employment Opportunity
- 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

of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND
(Please indicate which additional statement applies.)

- h. There has been proceeding concerning the conviction before a hearing officer of the state of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).
- i. The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).
- j. The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services).

APPLICANT NAME AND ADDRESS:

NOTE: AS EVIDENCED BY MY SIGNATURE BELOW, I UNDERSTAND AND WILL COMPLY WITH ALL TERMS AND CONDITIONS STATED HEREIN:

Type Authorized Official's Name

Authorized Official's Title

Authorized Official's Signature

Date

FEDERAL EMPLOYER IDENTIFICATION NUMBER _____