



Invitation to Negotiate (ITN)
For
Compensation Analysis Services

PR25-5076

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ITN for Compensation Analysis Consulting Services

SECTION I. Introduction

A. Invitation to Negotiate

The Early Learning Coalition of Broward County, Inc. (the COALITION) is seeking proposals from one or more qualified vendor(s) to provide Compensation Analysis Consulting Services for up to one or more years not to exceed five (5) years. This service is being procured through an Invitation to Negotiate (ITN) 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:	13%
Local:	7%
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 Department of Education Division of Early Learning (DEL) 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 30,000 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:

Since 2018 the Coalition has engaged an outside consultant to help the organization design and implement market-based compensation plans and policies to attract, motivate and retain employees. Independent, professional compensation consultants have the tools and the resources to gather and analyze relevant marketplace benchmarks for similar organizations to formulate compensation strategies tailored to our needs.

Use of compensation consultants to normalize our pay structure and standardize salary administration policies has played a key role in keeping our annual turnover low and employee satisfaction ratings high. The society for human resource management (SHRM) recommends conducting a full salary structure review every three to five years to determine whether the structure is still aligned with the organization's needs and the labor market. We last conducted reviews in FY 2019 and FY 2022 and we are due for an update in FY 2025.

2. Coalition Current Compensation Profile and Policies:

a. Compensation Governance

- Coalition is governed by an 19-member Board of which currently 10 are assigned by legislative mandate and 1 was appointed by the Governor. The Chair was also appointed by the Governor.
- 98% of Coalition annual revenues are subject to HHSAR 352.231-70, 2 CFR 200 salary rules and Florida Department of Education, Division of Early Learning Grant Agreement requirements for staff compensation policy.
- The Board sets compensation policies, the annual compensation budget and the CEO salary for the Coalition
- The CEO sets salaries for all other staff and administers compensation policy.
- All salary administration actions are subject to availability of funding.

b. Compensation policy base on a “Total Rewards” philosophy:

- **Base Pay:** Setting minimum base pay for all employees and new hires at the 30th percentile of each employee grade range, Salary structure adjusted annually for cost of living.
- **Performance Driven Increases:** Providing the opportunity for annual increases to base pay or one-time bonus awards based on performance up to 5% per fiscal year in accordance with the Board authorized budget.
- **Career Growth:** Encouraging professional development and career growth through internal opportunities for promotion and advancement.
- **Rich Health Benefits Plan:** Providing a rich employee health benefits package offering 100% employer-paid health coverage for employees, 90% for dependents and 50% for spouses with Section 125 pre-tax rules afforded for employee-paid portions
- **Rich Life & Disability Coverage:** Providing 100% employer paid group term life, accident, disability & dismemberment, employee assistance and short- & long-term disability coverage.
- **Retirement Match Contribution:** Offering up to 4% match for employee pretax contributions to the Coalition’s 403B Retirement Plan
- **Access to Employee Paid Benefits:** Administering access to employee paid Flexible Savings Accounts & Supplemental Health & Life Insurance Coverage
- **Annual Paid Time Off:** Providing all employees paid time off during each fiscal year for 10 holidays, 3 personal days, 5 bereavement days, 10 military service days and jury duty days & other civic activities as needed.
- **Employee Leave Bank Accruals:** Allowing employees to accrue up to 12 days of sick and vacation time per fiscal year in their first 5 years of service with an annual accrual balance cap of 30 days (240) that may be carried over. The pace of annual accruals increases after 5 and 10-year service milestones. Vacation time may be cashed out upon termination after a one-year vesting period.
- **Flexible Remote, Hybrid and In-Office Work Options:** The majority of Coalition staff positions are Remote or Hybrid

c. Coalition Staff Compensation Statistics

Organizational Budgeted Staff Positions Profile	
Budgeted Staff Positions	221
Distinct Job Roles	60
Non-Exempt	135
C-Suite	5
Managers, Directors & Senior Directors	30
Non-Management Staff	186
Active Staff Compensation Profile	
Count of Active Employees	210
Average Annual Pay All Employees	\$ 60,604
Minimum Salary Exempt Employees	\$ 62,507
Average Rate Non-Exempt Employees	\$22.22/hr
Active Staff Grade Placement Profile	
Average Place in Range All Employees:	41.50%
30%-35%	56
35%-50%	123
50%-70%	26
70%-100%	5
Total	210
Active Staff Years of Service Profile	
>1 year	7
1-5 years	113
5-10 years	89
<10 years	1
Total	210

3. Scope of Services and Specific Questions to be Addressed During the Project

a. Market-based Salary Study for Executive Roles: The Vendor will review job descriptions, conduct research, gather data and interview key stakeholders on the Board and staff to develop an understanding of the Coalition, the Coalition's roles, the Coalition's compensation philosophy and potential comparative peer organizations for benchmarking the Coalition's five (5) executive roles. The Vendor will analyze the data with consideration for:

- Alignment of current salaries with the marketplace
- Local and regional economic conditions affecting the marketplace
- Job responsibilities and qualifications required for each role

- Industry-specific factors affecting compensation

The vendor will prepare a written report with their analysis, findings and recommendations for the Staff and Board.

- b. Market-base Salary Study for All Other Roles: The Vendor will review job descriptions for each of the Coalition's distinct non-executive roles, interview key staff to get an understanding of how the part each role plays in the organization and slot each position on the Coalition's salary structure using benchmarks for similar roles in similar organizations. The vendor will prepare a written report with their analysis, findings and recommendations for staff
- c. Compensation Philosophy and Policy Review: The Vendor will review Coalition existing policies and procedures for salary administration and make recommendations for improvement based best practices and trends in compensation strategy that may differ from traditional strategies in a modern, multi-generation workplace.
- d. Assistance Solving Specific Problems:
 - **Avoiding Potential clumping from the top of the scale:** How to balance cost-of-living driven regulatory limitations on salaries at the top of the scale with the Coalition's performance-driven increase policies in the grades below. Is it sustainable to have lower grades rise faster than the top grade of our scale?
 - **Incentivizing Career Growth for High Performers:** Overlap between mid-ranges of grades and 30th Percentile of next highest range creating a barrier to high-performing staff interest in advancement
 - **Creating Equitable Paths to Management Across the Organization:** How to build an equitable career path to management for teams that have predominantly hourly entry-level staff vs those with predominantly exempt entry level staff. (One department jumps 4 grades to management while another only jumps 1 or 2 grades, but the job duties are different)
 - **Finding the right balance between Management and Non-Management Roles Across the Organization:** How to measure with our staff to management ratios are reasonable and equitable in our organizational structure.
 - **Score Creep in Performance Evaluations:** How to achieve a bell curve in score results on a 5-point scale when managers fear losing competent but unremarkable staff because of small differences in pay increases compared to others?
 - **Assistance developing policies for unusual salary decisions:** How to give weight to factors such as seniority, education or certificates, or career experience in a fair way.

- e. Presentation of Final Reports and Recommendations: The Vendor will present finalized reports and recommendations to the Executive Committee and Board upon request by the COALITION to analyze results and answer questions as applicable.
- f. Additional Services: The COALITION may determine that additional services are necessary and may engage the Vendor to perform those services. Additional services, if offered by the Vendor, may include but are not limited to:
 - Position grading guidance
 - Salary structure shift recommendations
 - Compensation decision-making guidance and answers to ad hoc questions from staff or Board members
 - Assistance developing communication tools to help staff communicate the COALITION’s compensation strategies and approach to pay equity in a relatable way for all employees.

D. Preferred Schedule of Services for the Initial Contract Year:

Period or Deadline	Service Required
January 2025	Gather data, review job descriptions, interview staff & key board members and identify peer group organizations for salary benchmarking
February 2025	Collect salary benchmarking data, continue interviews with staff & key board members and complete market place analysis
March 2025	Deliver draft salary survey reports to staff and key board members for feed back
April-May 2025	All reports and proposed policy changes are finalized. COALITION may request the Vendor to present the draft report and recommendations at Executive Committee and Board meetings in April & May
June 2025	COALITION may request the Vendor to present the final report to Executive Committee and Board meetings to coincide with annual budget approval during early to mid June.
July 1, 2025	Coalition implements updated structure and polices
July 1, 2025 to end of contract term	Vendor provides ad hoc advisory services and updates as needed.

E. Minimum Vendor Requirements:

1. Qualified, able, and available to provide the services and products as requested.
2. At least one (1) team member with documented SHRM or comparable Certification of Expertise in the field of human resources and employee compensation.
3. Proven, recent track record of providing the services for similar Federal and Florida Government Funded and Regulated 501C3 Entities of similar size.
4. Able to provide services in their own locations and provide all needed materials and equipment.
5. Eligible to receive Federal and State funding as required by law, regulation, COALITION funder contracts, program guidance and COALITION policy
6. Signed Certification Affidavit attesting to compliance with Federal vendor eligibility requirements
7. Completed IRS form W-9
8. Certified Minority Owned or Veteran Owned Businesses (Preferred)

F. Fixed Fee Cost Proposal (Submitted as a Separate Document from the Technical Services Proposal)

Fixed fee cost proposals for each of the five (5) possible years of the contract cycle should be included for the following major deliverables. Vendors should take all estimated costs, discounts and expenses into account in their annual fixed fees:

1. Executive Salary Study and Recommendations
2. All other Staff Salary Study and Recommendations
3. Salary Administration Policy Review and Recommendations

Hourly fee costs proposals may be submitted for the following:

1. Additional services as described in section I(C)(3)(f) above.
2. Technical assistance on discreet matters for the Coalition members or staff.

G. Proposal Content Requirements and Checklist

- Coversheet including ITN Name, Number, Date of Submission and Vendor Contact email.
- Signed Certification Affidavit Form (Exhibit A)
- Proposal for services described in Section I(C)(3) (a-f) above including:
 - General description demonstrating the Vendor’s understanding of the work to be performed and an affirmation that the Vendor is able and willing to deliver the services described in accordance with the required service calendar Section I(D) above.
 - A description of the Vendor’s plan for providing the services and their approach to:
 - a. Getting to know the COALITION’s business, history and organizational features that will inform selecting peer organizations for benchmarking
 - b. Gathering data and other information that will be relevant to the Services requested
 - c. Working with the COALITION to finalize peer organization selections

- d. Using public or other resources to gather comparative compensation data from peer organizations. Please be specific about the type of sources the Vendor intends to use.
 - e. Methods for analyzing the comparative data and how the Vendor accounts for geographic economic differences, differences in funding types or amounts, and differences in job function or job titles at comparative organizations
 - f. Methodology for creating salary structure
 - g. Methodology for slotting job roles on salary structure
 - h. Philosophy and procedures for working with Board members and staff during all phases of the work.
 - i. Value added services included in the fixed fee cost proposal (if applicable)
- Firm Profile, Qualifications and Experience including (but not limited to)
 - a. Length of time in business in Broward County and whether the firm is local, regional or national
 - b. Description of the number and type of clientele served and services offered
 - c. Number of partners, managers, supervisors, seniors and staff members in the local office.
 - d. Experience and specializations of the firm and individual staff.
 - e. Individual team member profiles and qualifications
 - f. Prior Experience with Compensation Analysis Consulting for Non-profits and governments
 - The name and contact information of the Human Resource staff or other responsible party from three current or recent clients within the Nonprofit area whose funding is similar to the COALITION who can describe their experience working with Vendor.
 - Documentation of SHRM certification or other certification meeting the requirements described in Section I(E)(2) above.
 - Signed form W-9
 - Cost Proposal described in Section I(F) above **submitted as a separate document** marked “Cost Proposal for PR25-5076” with the name of the firm submitting.

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

H. Submission Instructions and Timetable

1. Submission

Each entity or person who responds to this ITN(“Vendor”) shall submit copies or links to brochures or websites with a product description and a signed Cost Proposal and Certification Affidavit (collectively referred to as a “Proposal”) included as Exhibit A. of this solicitation **no later than December 2, 2024 at 5:00 PM**: Quotations should be emailed to rfp@elcbroward.org and include a contact name and email for correspondence. It is the responsibility of the Vendor to ensure that the Quotation arrives on time

at the right location. Quotations and modifications to Quotations received after the time and date specified herein for Quotation submission will not be considered by the COALITION. Submissions by facsimile or delivery will not be accepted. Late Quotations will not be considered.

2. Timeline

ITN posted on COALITION Website	November 13, 2024
Pre-Bid Conference	November 20 1:00 PM
Deadline for receipt of written questions	November 26, 2024 5:00 PM
Deadline for Electronic Submission of Proposals	December 2, 2024 5:00 PM
Coalition Opens Submitted Proposals	December 3, 2024
Rating Committee Determines Shortlist of Vendors	December 6, 2024
Notice of Intent to Negotiate Posted	December 6, 2024 5:00 PM
Rating Committee Conducts Negotiation Meetings with Vendor(s)	December 11, 2024 TBD
COALITION Board Approves Vendor Recommendation	December 16, 2024
Award Notice Posted	December 19, 2024 5:00 PM

I. Evaluation Criteria

The COALITION’s Rating Committee will evaluate the proposals to make recommendations for selection in accordance with established evaluation criteria. Each Rating Committee member will evaluate the proposals independently and may create a shortlist of respondents deemed to be in the competitive range post a Notice of Intent to Negotiate with three highest ranked respondents as indicated on the timeline for this procurement. Negotiation meetings will be scheduled in accordance with the timeline for this procurement included above. The COALITION reserves the right to negotiate separately or concurrently with competing Respondents. Upon completion of each step, the COALITION reserves the right to select a Respondent or terminate the negotiations process without selecting a Respondent if the COALITION determines such action would be in the COALITION’s best interest.

The Committee will select the Vendor who best conforms to the ITN and represents the best value to the COALITION. A Vendor’s response to this ITN should contain the Vendor’s best terms from a price and technical standpoint within the marketplace.

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:

Service Delivery Plan and Approach	40%
Vendor Qualifications and Track Record	40%
Cost Proposal	20%
Total	100%

J. Prohibition on Lobbying

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

K. Conflict of Interest

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

L. 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 ITN, Section III.G, (Public Records, Trade Secrets). The only contact person with respect to any or all aspects of this ITN is Christine Klima, Chief Administrative Officer; RFP@ELCbroward.org.

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

Effective as of the issuance of this ITN 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, respondents to this ITN 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 ITN, except in writing with the person identified in **Section I. K (Public Information) of this ITN**, or at

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

N. Notice of Award

The COALITION anticipates awarding one or more Vendors 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 ITN 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 Vendor. 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. Vendor 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 ITN. The ITN, the Proposal, and the resulting Agreement will constitute the complete Agreement between Vendor and COALITION.

Breach of ITN and Cancellation of Award: In the event any of the provisions of the ITN are violated by the successful Vendor during the ITN process or subsequent to award, but prior to execution of an Agreement between the COALITION and the successful Vendor, the CEO, or their designee may give written notice to the successful Vendor stating the deficiencies if such deficiencies are capable of being corrected pursuant to the terms and conditions of the ITN. 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 ITN. Upon cancellation of the award of the ITN, 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 ITN or reject a proposal without cause at any time (including but not limited to subsequent to the execution of any Purchase Order arising from the award of the ITN with the successful Vendor) with written notice to the successful or offending Vendor, whichever is applicable, if said Vendor has violated the terms and conditions of the ITN. If said Agreement should be terminated without cause, COALITION will be relieved of all obligations under said Agreement. COALITION will only be required to pay to the Vendor that amount of the Agreement services actually performed to the date of termination.

B. Addenda

The COALITION has the absolute right to cancel, amend, modify, supplement or clarify this ITN at any time in its sole discretion. If any revisions become necessary or appropriate, as determined in the sole discretion of the COALITION, the COALITION will post the same on its website. Any addendum issued by the COALITION will include a receipt acknowledgment, which must be executed and submitted to the COALITION along with the Quote on the date sealed Quotes are due to the COALITION. All Vendors should contact the COALITION's contact person for this solicitation as set forth in Section I. H (Public Information) of this ITN, in addition to reviewing the website before the ITN 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 Vendor, to disregard minor non-conforming or non-responsive parts of a Proposal, or to accept any Proposal which, in the COALITION's sole judgment will best serve its interests and the interests of the children and families of Broward County.

The COALITION may supplement, amend, modify and/or expand the solicitation requirements, request a clarification or other information, accept Quotes from one or more Vendors, in whole or in part, award only

a portion of this solicitation, and award this solicitation to more than one Vendor. The COALITION reserves the right, before awarding the contract, to require Vendor(s) to submit evidence of qualifications or any other information COALITION may deem necessary. The COALITION further reserves the right to cancel this ITN 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 Vendors. In consideration of the COALITION's evaluation of submitted proposals, the Vendor, by submitting its Proposal, expressly waives any claim to damages, of any kind whatsoever, in the event the COALITION exercises its rights provided for in this ITN.

D. Tax Exemptions

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

E. Legal Requirements

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

F. Disqualification

The Proposal and the Vendor shall be disqualified if:

1. The Vendor or affiliate has been placed in the discriminatory, convicted, or scrutinized company vendor list pursuant to Sections 287.133, 287.134, or 287.135 of the Florida Statutes.
2. The Vendor or affiliate has not complied with an official order of any agency of the State of Florida or the United States Department of Labor to repay disallowed costs incurred during its conduct or projects or services.
3. The Vendor or affiliate has failed to perform any contractual obligations, whether past or present, with the COALITION in a manner satisfactory to the COALITION; or has failed to correct unsatisfactory performance, whether past or present, to the satisfaction of the COALITION.

4. The Vendor or affiliate had a contract terminated by the COALITION, by any other COALITION or Florida state agency for cause.
5. The Vendor or affiliate or any of its staff have participated in the development of the ITN documents for this Solicitation.
6. The Vendor or affiliate fails to comply with the mandatory requirements as set forth in this ITN.
7. The Vendor or affiliate or agent of the Vendor or any of its staff make contact in violation of the provisions of the Cone of Silence as set forth in this ITN.

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 ITN, 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 Vendor in responding to this Request for Proposal.

I. Default

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

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 ITN is part of the public domain, consistent with Chapter, 119, Florida Statutes. The Vendor 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 Vendor. The COALITION will attempt to afford protection from disclosure of any trade secret as defined in Section 812.081, Florida Statutes, where Vendor identifies it as such in its response to this ITN, 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 Vendor and the COALITION that no right or remedy

for damages arises from any disclosure. Vendor 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, Vendor 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 Vendor'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 Vendor 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 ITN, 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 Vendor 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 Vendor may dispute or protest an award of the ITN by utilizing the following guidelines. By submitting a Proposal in response to this ITN, the Vendor 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 ITN 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 Vendor shall forever bar the protesting Vendor from raising any issues related to, concerning, or arising from the ITN (including the COALITION's handling of

the ITN) after award of the contract to the Successful Vendor and no further action will be taken by the COALITION on the Notice of Intent to Award.

- b. The COALITION shall contact the protesting Vendor and work to resolve the protest by mutual agreement between the COALITION and the protesting Vendor 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 Vendor and the COALITION within the Resolution Period, the protesting Vendor 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 ITN 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 Vendor 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 Vendor 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 Vendor’s protest. Failure to timely file a Notice of Protest within the time period stated herein shall forever bar the protesting Vendor from raising any issues related to, concerning or arising from the ITN (including the COALITION’s handling of the ITN) 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 Vendor (“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 Vendor 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 Vendor, 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 Vendor’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 Vendor'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 Vendor. The decision of the Chief Executive Officer shall be final and conclusive as to the COALITION and to the protesting Vendor. The CEO, at its sole discretion, may extend the time for final determination by written notice to the protesting Vendor 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 ITN, 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 ITN,

2. Bond

- a. Any Vendor 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 Vendor 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.

EXHIBIT A
CERTIFICATION AFFIDAVIT

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

1. APPLICATION ACCURACY

Vendor 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

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

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

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

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

3. CONFLICT OF INTEREST

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

All Vendors must disclose the name of any officer, director or agency who is also an employee of the COALITION. All Vendors must disclose the name of any COALITION employee who owns, directly or

indirectly, any interest in the Vendors' business or any of its branches. Such disclosure must be submitted as a cover letter included with the Application for Funding, addressed to the COALITION Chair, no later than the proposal deadline.

4. AGENCY CERTIFICATION

I, the undersigned Vendor, hereby attest that the following policies, procedures, regulations, and documentation are in effect:

- a. 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).

- Neither the entity submitting this 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.
- The entity submitting this 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.)
 - 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).
 - 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).
 - 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).

VENDOR NAME AND ADDRESS:

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