



**REQUEST FOR PROPOSAL FOR  
Compensation and Classification Study**

**Publication of Proposal  
June 2, 2021**

**Submission of Proposal Deadline**

**July 2, 2021**

TABLE OF CONTENTS

---

1.1 GENERAL CONDITIONS..... 3

1.2 SPECIAL CONDITIONS..... 7

1.3 PURPOSE ..... 9

1.4 PROJECT BACKGROUND..... 9

1.5 INSTRUCTIONS FOR PROPSAL SUBMISSION ..... 9

1.6 SCOPE OF SERVICES ..... 9

1.7 MINORITY OWNED BUSINESSES ..... 10

1.8 REFERENCES ..... 10

1.9 COALITION STUDY METHOD ..... 10

1.10 INSURANCE ..... 10

1.11 SELECTION PROCESS ..... 10

1.12 COSTS FOR PROPOSAL PREPARATION ..... 12

1.13 RANKING AND SELECTION ..... 12

SUBMISSION CHECKLIST ..... 13

REFERENCES..... 14

BID CALCULATION..... 15

RFP EVALUATION CRITERIA..... 16

ATTACHMENT: W9..... 17

## 1.1 GENERAL CONDITIONS

1. **Proposal Package.** All copies of proposal packages submitted by mail or courier must be in a sealed envelope. The face of the envelope shall contain the proposal name. Proposals submitted via email must be a PDF file. The subject line of the email must contain the proposal name. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
2. The Coalition shall conduct a comprehensive review of the responses to the solicitation by convening a proposal evaluation committee based on the evaluation criteria.
3. Selected vendor(s) will be awarded through written notice to qualified and responsive Proposer(s) who (se) proposal is determined to be most advantageous to the Coalition, taking into consideration price, quality, and other criteria.
4. **Background Checks.** The ELC may require the Vendor and its employees, agents, representative and subcontractors to provide fingerprints and be subject to such background check as directed by the ELC. The cost of the background check(s) shall be borne by the Vendor. The ELC may require the Vendor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results.
5. **Certified Minority Business Enterprise CMBE) Reporting.** The ELC is dedicated to supporting, tracking and increasing its small minority business enterprise spending as s. 287.0943, F.S. requires. The Contractor shall report spending with these subcontractors with each invoice submitted for payment to the following address, with a copy to the ELC Contract Manager at 2675 Winkler Ave., Ste. 300, Fort Myers, Florida 33901, ELCInvoice@elcofswfl.org.
6. **Conduct of Business – federal/state laws govern.** The laws of the State of Florida shall govern the Vendor. Each party shall perform its obligations Herein in accordance with the terms and conditions of this proposal. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the proposal. Further, the Contractor hereby waives any and all privileges and rights relating to the venue it may have under any other statute, rule or case law, including, but not limited to those based on convenience. The Contractor hereby submits to the venue in the county chosen by the ELC. If there is any conflict in the provisions set forth in applicable federal and state laws, the conflict will be resolved in the following priority (highest to lowest).
  1. Federal law and regulations
  2. Florida laws and rules
  3. PO/Contract Scope of Work
7. **Confidentiality and Safeguarding Information.** Contractor shall ensure public records that are exempt or confidential/exempt from public records disclosure requirements are not disclosed except as authorized by federal and state laws, including but not limited to sections 1002.72 and 1002.97, F.S. Contractor shall be provided additional specific instructions by the ELC if applicable.
8. **Conflict of interest/related party activities.** Section 1002.84(20), F.S. prohibits ELCs (or an ELC's subrecipient) from entering into contracts with employees, governing board members, or relatives of either group without prior approval from the Office of Early Learning and a valid vote of approval by two thirds of the ELC's governing board (or the governing board of an ELC's subrecipient). Impacted employees/board members must disclose this conflict of interest in advance of the board's vote and impacted governing board members must abstain from the voting process.
9. **Cooperation with the ELC, OEL and OEL's Inspector General.** Pursuant to s. 20.055(5), F.S., the Contractor and any subcontractor(s) used to provide the scoped goods/services understand and will comply

with their duty to cooperate in good faith with any reasonable requests from the ELC or State officials to discuss, review, inspect or audit Contractor performance and compliance under this PO or contract. Upon request, the Contractor shall grant access to all records pertaining to the Contract to the ELC, OEL, OEL's Inspector General, OEL's General Counsel, the Office of Program Policy and Government Accountability, and Florida's Chief Financial Officer. The Contractor shall provide any type of information deemed relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the PO/contract. The Contractor shall retain such records for five (5) years after the expiration date of the PO/contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer.

The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the ELC which result in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees.

10. **Copeland Anti-Kickback Act.** Applies to purchases of \$2,000 or more on federal funds, the Contractor must comply with federal labor laws including the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c). These requirements apply to agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities. The Contractor and any subcontractors is prohibited from inducing, by any means, any person employed in the construction, completion or repair of work, to give up any part of the compensation to which he/she is otherwise entitled. The Contractor shall report all suspected or reported violations to the ELC.
11. **Davis Bacon Act, as amended.** Applies to purchases of \$2,000 or more If this PO relies on federal funds, the Contractor must comply with federal labor laws including the Davis-Bacon Act (40 U.S.C. 276a, et. seq.), as supplemented by USDOL regulations (29 CFR Part 5).
  - Under this Act, contractors must pay wages to laborers and mechanics at a rate not less than the locally prevailing minimum wages and fringe benefits for similar work projects in the area. – Contractors are required to pay wages not less than once a week.
  - Contractors are required to post/display the applicable wage determination(s) at the site of work in a location in clear view of everyone.
  - USDOL determines and sets the prevailing wage rates.
  - The Contractor shall report all suspected or reporting violations to USDOL.
12. **E-Verify.** Applies to purchases of more than \$3,000 In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system, <https://www.uscis.gov/e-verify>, to verify the employment eligibility of all new employees hired during the term of the PO for the services specified. The Contractor shall also include a requirement in subcontracts that the subcontractor(s) shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the PO term.
13. **Unauthorized alien(s).** The Contractor agrees that unauthorized aliens shall not be employed. The ELC shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1342a). Such violation shall be cause for unilateral cancellation of the PO/contract by the ELC.
14. **Filing and payment of taxes.** None of the federal/state grant funds made available to the ELC may be used to enter into a PO/contract or any other agreement with any corporation that has any unpaid Federal tax liability. Acceptance of these PO/contract terms indicates the Contractor is aware of and currently complies with requirements for full and timely payment of any federal taxes.
15. **Florida Abuse Hotline Reporting.** Any employee of the Contractor shall comply with s. 39.201, F.S., and immediately report any knowledge or suspicion that a child is abused, abandoned, or neglected by any person responsible for that child's welfare. Contact the Florida Abuse Hotline (1-800- 96ABUSE).

16. **Funding availability/annual appropriation.** The ELC's performance and obligation to pay under this PO is contingent upon an annual appropriation by the Legislature. In the event funds become unavailable, are withdrawn, or redirected by federal/state program funders, the ELC may terminate the PO upon no less than twenty-four (24) hours written notice to the Contractor. In the event the PO is terminated for lack of funding, the ELC shall pay the Contractor for documented and verifiable costs reasonably incurred to the extent such funds are appropriated and available for the PO's scoped transaction(s). The ELC shall be the final authority as to the availability of appropriated funds.
17. **Financial consequences.** Section 215.971(1)(c), F.S. requires inclusion of financial consequences in the event of a Contractor's failure to perform the scoped transaction(s). If the Contract fails to meet and comply with the deliverables established in this PO/contract, the ELC will prorate any payments pending and/or request a refund of payment in a proportionate amount equal to the goods/services not received.
18. **Debarment and suspension.** If this PO relies on federal funds, in accordance with Federal Executive Order 12549 and 2 CFR Part 376 regarding Debarment and Suspension, the Contractor shall agree and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor also agrees it shall not knowingly enter any lower tier contract or other covered transaction with a person who is similarly debarred or suspended from participating in the PO's scoped transaction(s).
19. **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the ELC. The ELC is not bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under this PO/contract.
20. **No lobbying.** In accordance with sections 11.062 and 216.347, F.S., no funds from the PO/contract may be used for lobbying the state Legislature, the judicial branch or any state Agency. Acceptance of these PO/contract terms indicates the Contractor is aware of and currently complies with the described lobbying activity restrictions. The Contractor shall require all subcontracts include this certification language, which is a material representation of fact upon which the parties placed reliance when they made or entered into this transaction.
21. **Public access/public records requests.** If a public records request is received, the Contractor must provide notice to the ELC within one (1) business day pursuant to Chapter 119, F.S. The Contractor shall email to the address shown a copy of all documents provided to the public records requestor by the end of the day.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PO/CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Early Learning Coalition of Southwest Florida, Inc  
Public Information Office  
2675 Winkler Ave., Ste. 300  
Fort Myers, Florida 33901  
239-935-6100 [ELCInvoice@elcofswfl.org](mailto:ELCInvoice@elcofswfl.org)

22. **Purchase of American-Made Equipment and Products.** The Contractor shall to the greatest extent practicable purchase all American made equipment and products with funds made available by this PO/contract. (P.L. 103-333, the USDOL, USDHHS, USDOE and Related Agencies Appropriations Act of 1995, section 507).
23. **No contract services performed outside the USA.** The Contractor and its subcontractors and agents are prohibited from (i) performing any of the PO/Contract services outside the United States, or (ii) sending, transmitting, or accessing any School Readiness Program or Voluntary Prekindergarten Education Program or other program-related data pursuant to this PO/contract outside of the United States unless approved by the ELC in writing. The Parties agree that a violation of this provision will:

Entitle the ELC to immediately terminate the PO/contract for cause upon email notice to the Contractor's Contract Manager.

Result in immediate and irreparable harm to the ELC, entitling the ELC to immediate injunctive relief. Entitle the ELC to recover damages for the breach. These damages will include all reasonable costs incurred by the ELC for investigations, forensic investigations, data recoveries, notifications, and remediation.

24. **Rights to Inventions.** Pursuant to s. 286.021, F.S., if a discovery or invention arises or is developed in connection with the use of federal/state funds, the ELC will refer it to OEL and the Department of State to determine whether patent protection will be sought in the name of the state of Florida. Any and all patent rights accruing in connection with the performance of the PO/contract are hereby reserved to the state of Florida. The Contractor shall refer any such discovery to the ELC. In addition, the Contractor is subject to applicable federal regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements." See 37 CFR 401

#### **Purchases of more than \$10,000**

25. **Equal Employment.** Applies to purchases of more than \$10,000 This contractor (and subcontractor(s)) shall abide by the requirements of implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. See USDOL\_OFCCP for more details. These federal regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
26. **Termination for Cause (breach of terms).** Applies for purchases over \$10,000 In the event of termination of the Contract by the ELC for cause or breach of listed terms and conditions, the Contractor shall be liable for the ELC's expenses for additional managerial and administrative services required to complete or obtain the services or items from another contractor. Additional details are described in Section 23 of PUR 1000 DMS PUR 1000 link.
27. **Funding availability/annual appropriation.** Pursuant to Section 287.0582, F.S., the ELC's performance and obligation to pay under this PO is contingent upon an annual appropriation by the Legislature. In the event funds become unavailable, are withdrawn or redirected by federal/state program funders, the ELC may terminate the PO upon no less than twenty-four (24) hours written notice to the Contractor. In the event the PO is terminated for lack of funding, the ELC shall pay the Contractor for documented and verifiable costs reasonably incurred to the extent such funds are appropriated and available for the PO's scoped transaction(s). The ELC shall be the final authority as to the availability of appropriated funds.
28. **Termination for Convenience.** Applies for purchases over \$10,000 The ELC, by written notice to the Contractor, may terminate the contract in whole or in part when the ELC determines in its sole discretion that it is in the state's best interest to do so. The Contractor shall not furnish any services after it receives notice of the termination, except as necessary to complete the continued portion, if any, of the PO/contract. The Contractor shall not be entitled to recover any cancellation charges or lost profit. After receipt of a notice of termination, and except as otherwise specified by the ELC, the Contractor shall:
- Stop work under the PO/contract on the date of and to the extent specified in the notice.
  - Complete performance of the work not terminated by the ELC.
  - Take such action as may be necessary, or as the ELC may specify, to protect and preserve any property related to the PO/contract which is in the possession of the Contractor and in which the ELC has or may acquire an interest.
  - Transfer, assign, and make available to the ELC all property and materials belonging to the ELC, upon the effective date of termination of the PO/contract. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment.
  - Meet all the public records law requirements specified under the Public Records sections of these terms and conditions.

29. **Procurement of recovered materials.** Applies for purchases of \$10,000 or more. The Contractor shall use to the maximum extent possible products designated as Biobased products (green, recycled, renewable). Information about this requirement and these products is available at <http://www.biopreferred.gov>. The Contractor shall report to <http://www.sam.gov>, with a copy to the ELC Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30. This report should be submitted not later than (i) October 31 of each year during PO/contract performance.
30. **Final invoice.** The Contractor shall submit the Final invoice for payment to the ELC no more than 45 days after the PO/contract ends or is terminated. If the Contractor fails to do so, unless waived in writing by the ELC, all rights to payment are forfeited and the ELC will not honor any requests submitted after the above 45-day time period. Any payment due under the terms of this PO/contract may be withheld until all reports due from the Contractor and any necessary adjustment(s) thereto have been approved by the ELC.

## 1.2 **SPECIAL CONDITIONS**

1. **Terms of Contract.** The resulting contract will commence on award and be in effect until the completion of the project. Work will begin upon the Early Learning Coalition of Southwest Florida, Inc. issuing the contract. Final completion of the project must be completed no later than **October 8, 2021**. Final payment will be released upon completion of the Coalition's final inspection and vendors submission of work product.
2. **Prohibition of Contact.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or Coalition Board member concerning any aspect of this solicitation, except in writing to the contact person listed on this RFP or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.
3. **References.** Submit the names of at least three (3) Florida non-profit organizations that your firm has performed the same size and type of study. Give a contact name with each reference.
4. **Disqualification.** Any Vendor who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S. is disqualified from submitting an RFP. To be disqualified as a Vendor under this provision, the Vendor must have had a contract terminated by the Coalition, by any other State agency for cause. Failure to have performed any contractual obligations with the Coalition in a manner satisfactory to the Coalition will be a sufficient cause for disqualification.
5. **Notification of legal action.** The Contractor shall notify the ELC of legal actions taken against it or potential actions, such as lawsuits, related to goods/services provided through this PO/contract or that may affect the Contractor's ability to deliver the contractual goods/services, or adversely impact the ELC. The ELC's Contract Manager (or other listed contact person) will be notified in writing within twenty-four (24) continuous hours of Contractor becoming aware of such actions or from the day of the legal filing, whichever comes first.
6. **Records Retention.** The Contractor shall keep and maintain records ordinarily and necessarily required by the ELC to perform the scoped transaction(s) of this PO/ contract. Records subject to these rules include files that support all receipts and expenditure of contract funds. These files may include, but are not limited to, procurement responses/applications, contracts, agreements, financial reports, and supporting documentation for scoped services. Project/contract completion has not occurred until all reporting requirements are satisfied, and final payments have been received/released. The length of retention for these records in Florida is five years after the completion of the project, provided applicable audits have been released/closed. In no case will such records be disposed of before the five fiscal years minimum. Any of the records will be made available to the Office or its designees upon its request. The PO/contract may be unilaterally canceled by the ELC for failure or refusal by the Contractor to keep and maintain records as described herein.
7. **Return of Funds.** The Contractor shall return to the ELC any overpayments disbursed to the Contractor by the ELC due to unearned funds or funds disallowed pursuant to the terms of the PO/contract. In the event the Contractor or its independent auditor discovers an overpayment was received, the Contractor shall repay said

overpayment within forty (40) calendar days without prior notification from the ELC. In the event the ELC first discovers an overpayment was made, the ELC will notify the Contractor in writing of such occurrence. Should repayment not be made in a timely manner by the Contractor, the ELC shall be entitled to charge a lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the ELC's Contract Manager (or other listed contact person) and made payable to the ELC.

8. **Whistleblower's Act.** In accordance with s. 112.3187, F.S., the Contractor and its subcontractors shall not retaliate against an employee for reporting violations of law, rule or regulation that creates and presents a substantial and specific danger to the public's health, safety, or welfare. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of any agency, public officer or employee. The Contractor and any subcontractor(s) shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, the Office of Early Learning's Inspector General, the Florida Commission on Human Relations or the Whistleblower's Hotline number at 1-800-543-5353.
9. **Information and data security requirements.** The Contractor must comply with the ELC's Information Technology (IT) Security policies, Rule Chapter 74-2, F.A.C., Florida Cybersecurity Standards, and employ adequate security measures to protect the ELC's information, applications, data, resources, and services. The ELC's IT Security policies are hereby adopted and incorporated by reference as if fully set out herein.
10. **Mandatory reporting of fraud/criminal activity.** The Contractor shall report to the ELC's Contract Manager (or other listed contact person) within twenty-four (24) chronological hours all suspected or known instances of Contractor's operational fraud or criminal activities relating to the PO/contract.

In accordance with 45 CFR 75.113 (also 2 CFR 200.313), *Mandatory disclosures*, the Contractor and its approved subcontractors must disclose in a timely manner and in writing to the ELC all violations involving fraud, bribery or gratuity violations potentially affecting this PO/Contract and/or the related federal/grant program(s). The ELC is required to review and consider any publicly available information about the Contractor in the Federal Awardee Performance and Integrity Information System (FAPIIS) <https://fapiis.gov>.



**EARLY LEARNING COALITION OF SOUTHWEST FLORIDA, INC.**  
**COMPENSATION AND CLASSIFICATION STUDY**  
June 2, 2021

**1.3 PURPOSE**

The Early Learning Coalition of Southwest Florida Inc., seeks the services of a qualified firm or individual to perform a comprehensive market survey of the Coalitions pay structures (including internal equity), providing recommendation to the Coalition for implementation of proposed changes.

**1.4 PROJECT BACKGROUND**

In 1999, the Florida Legislature enacted the School Readiness Act (s. 411.01, F.S.), which consolidated each of the early childhood education and childcare programs into one integrated program of school readiness services. The Florida Legislature has currently authorized the Office of Early Learning (OEL) to administer both programs through the Early Learning Coalitions at the county or multi-county level. The Coalition assists parents of children birth to kindergarten by providing opportunities to enhance their child's educational success.

The Coalition employees approximately 64 people. Employees are not represented by a labor organization. The current pay structure is not set up in pay grades with minimum and maximum ranges. Of the 64 budgeted positions, there are approximately 40 different job titles. The objective is to establish and sustain pay practices that provides employee satisfaction and retention that are competitive in the recruiting area and equitable among employees. The Coalition has never had a comprehensive market analysis but uses local market data to assess pay. The current pay rates are attached.

**1.5 INSTRUCTIONS FOR PROPSAL SUBMISSION**

**Closing Submission Date:** Proposals must be submitted not later than **4:00 pm, Friday, July 2, 2021**.

**Inquiries:** Inquiries concerning this RFP should be directed to Wynetta Upshaw, Director of Human Resources, [wynetta.upshaw@elcofswfl.org](mailto:wynetta.upshaw@elcofswfl.org) or 239-935-6166 **no later than 10 calendar days prior** to the closing.

**Proposal should be addressed to:**

Early Learning Coalition of Southwest Florida Inc.  
Attn: Wynetta Upshaw  
Compensation and Classification Study Proposal  
2675 Winkler Ave, Ste. 300  
Fort Myers, FL 33901

**1.6 SCOPE OF SERVICES**

The study will include the following:

1. Meet with Coalition management to assure an understanding of the objectives of the Coalition.
2. Review documents including policies, procedures, organization charts, current pay scale, job descriptions, and/or other Coalition records/reports, as necessary.

3. Consultant to prepare written report of recommendations, including discussion of methods, techniques and data used to develop the Classification & Compensation Plan.
4. Conduct a comprehensive survey of public and private labor market comparable designed to include salary ranges, actual salaries, and information to ensure the Early Learning Coalition of Southwest Florida's compensation is equitable and competitive in its total compensation package relative to internal factors and external markets for substantially similar classifications.
5. Conduct a job-task analysis/job of the forty (40) employee position to verify and validate information from existing job descriptions. Conduct personal interviews with employees and managers as needed. Determine if classifications are correctly placed in the organizational hierarchy and if individual positions are classified correctly. Review current job descriptions and revise/update if necessary. Please also provide the unit cost per position to audit.
6. Conduct a pay compression analysis for all positions that addresses the issue of internal equity and provide a detailed written recommendation for addressing equity issues identified along with the fiscal impact associated with the recommendation.
7. Recommend a pay classification system, including but not limited to. a comprehensive pay range system with detailed minimum, midpoint, and maximum salary ranges that can be utilized by Human Resources after completion of the project. Group positions based upon duties performed, knowledge, skills, and abilities for the position.
8. Recommend the assignment of each classification to a pay grade.
9. Some areas of southwest Florida, including Collier County may have a cost of living greater than the US average. Provide appropriate adjustments to account for cost-of-living variations in Collier County, Florida.
10. During the course of the project, the Vendor will make informal presentations of findings as necessary with Coalition management and may require formal meeting with Board of Directors, as determined by the Chief Executive Officer. Provide the cost of a presentation to the Accounting Department in your proposal as this may be added as needed.

**1.7 MINORITY OWNED BUSINESSES**

Efforts will be made by the Coalition to utilize woman, minority, and/or service-disabled veteran owned business.

**1.8 REFERENCES**

Submit the names of at least three (3) Florida non-profit organizations that your firm has performed the same size and type of study. Give a contact name with each reference.

**1.9 COALITION STUDY METHOD**

State with some detail how you plan to conduct the study for the Early Learning Coalition of Southwest Florida, Inc. Please submit a statement that explains the methods and process used in your previous studies.

**1.10 INSURANCE**

The Vendor must have in effect, or agree to purchase, prior to the commencement of services, and maintain for the duration of any agreement the Coalition and the Vendor may enter into Commercial General Liability Insurance and the Errors and Omissions/Professional Liability (commonly known as errors & omissions (E&O) with limits of not less than \$1,000,000 to cover legal obligations arising out of errors, negligent acts, or omissions while carrying out this contract.

**1.11 SELECTION PROCESS**

1. **Solicitation Schedule.** Listed below are the important dates and times related to this solicitation. Human Resources may find it necessary to change any of these dates or times. All dates are subject to change.

Action	Estimated Completion Date
--------	---------------------------

Advertise and Float RFP	June 1, 2021
Non-Mandatory Pre-Proposal Meeting	None
RFP Due Date	July 2, 2021
Evaluation Meeting	Week of July 5, 2021

2. **Proposal Opening.** The bid is open to the public on the date and at the scheduled time specified on the proposal form. It is the Vendor’s responsibility to assure the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not delivered will not be considered.
3. **Evaluation Committee.** The CEO will appoint a selection committee to review and evaluate the proposals using the following criteria, the Coalition, at its sole discretion, may contact the references in response to this solicitation as part of the evaluation process.

A short list of vendors may be interviewed for final ranking. If an interview is held, it will not exceed 1 hour and equally divided between presentation and questions. If a presentation is necessary, the date and time will be assigned by the Coalition.

4. **Selection Criteria.** Any proposal that does not meet the minimum qualifications as stated above will be rejected. The criteria below are not necessarily list in order of importance. Proposals will be evaluated on the following criteria:

CRITERIA	MAXIMUM POINTS
Experience	5
Methodology	5
Qualifications	5
Capacity	5
Cost	5

5. **Submittal Requirements.** Qualified firms interested in providing Compensation and Classification Study Services described in this request are invited to submit a proposal. Submittals shall address the evaluation criteria:

**a. Cover Letter and Mandatory Form Information**

- i. Cover Sheet – shall include the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, and contact name.
- ii. Items for Baseline Eligibility – Form information from the Submission Checklist (including, list of subcontractor’s forms and any applicable licenses/certifications).

**b. Vendor Experience**

- i. Experience with similar projects involving Early Learning Coalitions and/or other organizations financed by Federal, State of Florida, county, or local government funds. Knowledge of compensation systems and related human resource practices including federal and state laws.
- ii. Experience designing and implementing pay plans and overall compensation systems, gathering data, performing job analysis and evaluation, and conducting and analyzing salary survey data.

**c. Methodology**

- i. Use of the effective and appropriated methodology and approach to successful perform this project.

**d. Qualifications**

- i. Qualifications of the individual assigned to this project.

- ii. **Disqualification** - Respondents directly contacting board members, staff, or proposal evaluation committee members risk disqualification of their response from consideration. Written communications are allowable at any time, but only if addressed to the designated contact persons.
  - iii. Detailed resumes providing a brief overview of individual experience on similar projects and the availability to support this project.
  - iv. Provide examples of work experience that demonstrate thorough knowledge of services.
- e. Capacity**
- i. Ability to meet the stated proposal requirements or other evaluation factors as indicated throughout the Request for Proposals or as may be deemed reasonable during the review process.
- f. Cost**
- i. Cost for services provided.
  - ii. Estimated cost as compared to other proposals.

### **1.12 COSTS FOR PROPOSAL PREPARATION**

The ELC shall not be responsible for any costs incurred by any Vendor for the preparation of any proposals, including interviews. No obligation, either expressed or implied, exists on the part of the ELC to make an award or to pay any costs incurred in the preparation or submission of a response. All costs associated with the preparation or submission of a proposal are solely the responsibility of the Vendor.

### **1.13 RANKING AND SELECTION**

This is a NEGOTIATED procurement and as such, award will not necessarily be made to the proposes submitted the lowest priced proposal. The award will be made to the Vendor submitting the best responsive proposal satisfying the Coalition's requirements, price and other factors considered. Should contract negotiations fail with the top ranked firm, the Coalition will enter into discussions with the second ranked firm and so on until an acceptable agreement has been reached between the Coalition and the selected firm. The final contract will be forwarded to the CEO or Board of Directors for approval.

## SUBMISSION CHECKLIST

Vendors should check off each of the following items completed and submitted with proposal response.

<b>CHECKLIST ESSENTIALS</b>	<b>INCLUDED</b>
<ul style="list-style-type: none"> <li>○ All hard original and copies of submissions must be bound and spiral or 3-ring bound containing one (1) original signature and three (3) copies of the response. If proposals are submitted via email the subject line must say: <b>COMPENSATION AND CLASSIFICATION STUDY PROPOSAL</b> containing one (1) authorized signature and it must be a properly indexed PDF file of the full response that is clearly labeled with your company's name.</li> </ul>	
<ul style="list-style-type: none"> <li>○ Include any required illustrations; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, pricing/cost, and any information required of the Vendor identified in the text of the solicitation including information for proposal evaluation.</li> </ul>	
<ul style="list-style-type: none"> <li>○ Include any Professional Licenses that qualify the firm for this solicitation as applicable, if required. Note, if you are not a single prime contractor, list all subcontractors to be used for our project in your bid/proposal and their professional licenses.</li> </ul>	
<ul style="list-style-type: none"> <li>○ Mandatory FORMS from this document to be included, Cover Sheet, Submission Checklist, Reference Sheet, and Bid Sheet, signed IRS W9</li> </ul>	
<ul style="list-style-type: none"> <li>○ Have an authorized individual sign the appropriate pages including the cover sheet and any bid addendums initialed. Include all Addendums with your proposal.</li> </ul>	
<ul style="list-style-type: none"> <li>○ Proposal documents need to be received by 4:00 pm, Friday, July 2, 2021. The mailing envelope must be addressed to:   <div style="text-align: center; padding: 10px 0 0 40px;">                     Early Learning Coalition of Southwest Florida Inc.                      Attn: Wynetta Upshaw                      Compensation and Classification Study Proposal                      2675 Winkler Ave, Ste. 300                      Fort Myers, FL 33901                 </div> </li> </ul>	
<ul style="list-style-type: none"> <li>○ The mailing envelope or courier must be sealed and marked with proposal title: <b>COMPENSATION AND CLASSIFICATION STUDY PROPOSAL</b></li> </ul>	

**Submitting Vendor Name:** \_\_\_\_\_

*At the discretion of the Contract Manager, bids or proposals with minor irregularities may be accepted and allowed to be corrected when in the best interest of the Coalition.*

## REFERENCES

---

INCLUDE THIS COMPLETED FORM WITH THE PROPOSAL

**Instructions:** Provide at least three Florida Non-Profit organizations references for whom your company has provided the same or similar services within the last 5 years.

**Business Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Contact E-mail Address:** \_\_\_\_\_

**Business Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Contact E-mail Address:** \_\_\_\_\_

**Business Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Contact E-mail Address:** \_\_\_\_\_

**Submitting Vendor Name:** \_\_\_\_\_

**BID CALCULATION**

**COMPENSATION AND CLASSIFICATION STUDY - RFP JUNE 2, 2021**

Item	Description	Quantity	Billing	Unit Price	Amount
1	Compensation and Classification Study	1	SC	\$	\$
2	Cost of Presentation to Board of Directors if needed	1	SC	\$	\$
3	Unit Cost per position to audit a total of (40) positions	1	SC	\$	\$

**Total \$** \_\_\_\_\_

Does your company accept credit card payment? Yes  No

**If "yes", please indicate payment options on the below chart.**

Payment Options	YES	NO	PERCENTAGE AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?			
Is there an additional charge for credit card payments?			
Discount for early payment?			
Prompt payment terms: _____% Days; Net 30 Days			

**Company Name:** \_\_\_\_\_

**EIN:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Name and Title of Individual Completing this Schedule:**

\_\_\_\_\_  
**(Printed Name)** **(Title)**

\_\_\_\_\_  
**(Signature)**

# Compensation and Classification Study

## RFP EVALUATION CRITERIA

---

This form has been designed to guide the RFP contractor selection committee on how to choose the most qualified vendor to fulfill the request. Please rate the vendor on a scale of 1-5; 1 being the least qualified and 5 being the best qualified.

	Insert Vendor 1	Insert Vendor 2	Insert Vendor 3
Was the proposal submitted by deadline?			
Was the proposal submitted in a presentable/professional manner (letterhead, contact info, etc.)?			
Was the proposal submitted clear and concise?			
Was the proposal responsive to the scope of work?			
Does the vendor have relative experience in the market?			
Is the estimate/cost the best value for the Coalition?			
Does the vendor have the capacity to fulfill the request?			
<b>TOTAL</b>			



# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code		
<b>7</b> List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	
-	
-	
<b>or</b>	
<b>Employer identification number</b>	
-	

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*