

## Request for Proposal for Assessments

### PURPOSE

The local Early Learning Coalition's role is to develop and administer comprehensive School Readiness program and Voluntary Pre-Kindergarten programs that prepare children to succeed in school and in life. This ongoing process involves building on existing services, working in cooperation with other programs for young children and coordinating and integrating program funding and services to achieve efficiency, accountability, and full effectiveness. To this effect, the Coalition is requesting proposals from qualified, professional vendor to provide a team of Infant, Toddler and Pre-K CLASS Certified Observers to conduct observations across the noted classrooms.

### I. PROCUREMENT INFORMATION

- A. The Early Learning Coalition of Southwest Florida, Inc. (ELCOFSWFL/Coalition), desires to receive proposals for Infant, Toddler and Pre-K CLASS Certified Observers to provide services, as needed, on an initial one-year contract, with up to two, one-year annual renewals.
- October 10, 2022 through October 9, 2023
  - October 10, 2023 through October 9, 2024
  - October 10, 2024 through October 9, 2025
- B. The Respondent should bid on the one-year periods, breaking down the price on a yearly basis. Interested companies should submit one original and 2 copies of their proposal by **5:00 p.m. local time, September 30, 2022**, to ELCOFSWFL, ATTN: Lugeenya Blackstock, Chief Financial Officer 2675 Winkler Ave., Suite 300 Fort Myers, Florida. 33901. The proposals should be sealed and clearly marked on the outside as follows: CLASS Certified Observer Proposal, **due September 30, 2022**.
- C. This RFP is issued by the Early Learning Coalition of Southwest Florida, Inc. The contact person listed below is the single point of contact for this RFP. The contact person for this RFP is:
- Lugeenya Blackstock, Chief Financial Officer  
Early Learning Coalition of Southwest Florida, Inc.  
2675 Winkler Ave., Suite 300  
Fort Myers, FL 33901  
[lugeenya.blackstock@elcofswfl.org](mailto:lugeenya.blackstock@elcofswfl.org)
- D. Applicants are **prohibited** from contacting Coalition personnel or Board members regarding this solicitation other than the contact person identified in

this document. Any occurrence of a violation may result in the disqualification of the Applicant. Applicants may submit questions by email to the contact person listed above. Responses will be emailed to applicant within 3 working days of receipt. All written inquiries must be received **by September 28, 2022**.

- E. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S. is disqualified from applying.
- F. Failure to have performed any contractual obligations with the Coalition in a manner satisfactory to the Coalition will be a sufficient cause for disqualification.
- G. To be disqualified as an Applicant under this provision, the Applicant must have had a contract terminated by the Coalition, by any other State agency, or by any Children's Services Council for cause.
- H. The proposals will be evaluated by ELCOFSWFL staff who will then submit to the ELCOFSWFL Interim Board Chairman for approval.
- I. ELCOFSWFL reserves the right to reject any or all proposals and to select the firm which, in its judgment, best meets the needs of ELCOFSWFL.
- J. Results of the selection will be posted on ELCOFSWFL Web site [www.elcofswfl.org](http://www.elcofswfl.org) and at the ELCOFSWFL office at 2675 Winkler Ave., Suite 300 Fort Myers, FL 33901. Posting will be made within 48 hours of the selection.

## **II. SCOPE OF WORK**

The Coalition desires to receive proposals for the selection of a Pre-K CLASS Certified Observers to provide the most advantageous solution for the Early Learning Coalition of SWFL for a period of 12 months up to three fiscal years. Following the first year of the service agreement, at the sole discretion of the Coalition, the contract between the Coalition and the winning respondent may be extended for up to two additional years. The additional two-year extension, if opted for by the Coalition, would provide for a continuation of these services by the winning respondent for the contract year ending October 2, 2025. The Respondent should bid on the three (1) year periods, breaking down the price on a yearly basis.

### **I. Services to be provided**

- A. Contractor shall provide their availability to receive contracted work to the ELCSWFL.
- B. Contractor shall select a two-week window when regular activities are occurring for observation, allowing the provider to choose up to three days that are not available for observation.
- C. The window for observation shall be agreed upon by the Contractor, the provider, and the teacher, and shall consider classroom schedules.
- D. Observations shall occur during business hours with no more than 2 observations per day, per Contractor.

E. Pre-K observations shall always take place in the morning unless an afternoon VPK class is in session, which shall be noted on the contracted work availability sent to Contractor. VPK assessments must be done during the approved VPK hours.

F. Toddler observations may take place either in the morning or the afternoon.

G. Infant observations may take place any time of day when at least one infant is awake.

H. Contractors shall take care to schedule enough travel time in between programs if they are conducting more than one observation a day.

I. Contractor shall maintain current certification for continuation of Contractor Agreement.

## **II. Expectations for Observations**

A. Per Teachstone CLASS guidelines, Infant CLASS observation procedures require Contractors to watch, without interruption, activities in the classroom and/or outside for 15 minutes.

B. The Toddler CLASS observation procedure requires Contractors to watch, without interruption, activities in the classroom and/or outside for 15-20 minutes.

C. The PreK observation procedure requires the Contractor to watch, without interruption, activity in the classroom for a period of 20 minutes.

D. Contractor shall observe all parts of the daily routine except unstructured outside time for PreK rooms and naptime for Toddler and PreK rooms. If PreK outside time is a structured part of the lesson for that day (e.g., dramatic play outside setting up a carwash), observations may be made.

E. For infant rooms, at least one infant must be awake for the duration of the observation cycle.

F. Observing during mealtime is permitted.

G. Multi-age classrooms shall be assessed based on the majority age of children in the room. If there is an even number of children at each age, the Contractor shall choose one of the tools with the majority of the age groups represented.

H. All observations must be conducted in accordance with the requirements of Teachstone, LLC guidance.

I. Assessor must be able speak the language and effectively communicate with the Teacher in the classroom

### **III. Recording Observations in the DEL-defined System:**

A. All scores and notes must be entered into the DEL-defined system (WELS) within **72 hours** (excluding federally recognized holidays) of conducting an observation. The Assessor must also notify the ELC when completed to meet entry timelines.

B. The observation entered in WELS shall match the classroom listed in the DEL-defined system **exactly**.

C. The number of children shall be averaged across 4 cycles, and the number of teachers shall be rounded up and listed.

D. Notes are required for all CLASS dimensions. The notes shall fully support the score given, with use of examples and quotations from the observation (in the original language used in the classroom). Sentence fragments and easily understood abbreviations are permitted.

### **IV. Invoicing and Payment**

1. The Contract resulting from this RFP will be based on Cost Reimbursement.

2. The Proposer must submit a Coalition-approved invoice form to the Coalition monthly. Invoices must be submitted to the Coalition by the 15th of the month following the month that services were provided. The Coalition must approve the invoice with supporting documentation.

3. Timing of payment of invoices by the Coalition to the Proposer and similar issues regarding payment is governed by section 215.422, Florida Statutes.

### **V. Confidentiality**

The Respondent agrees to keep the information related to all contracts in strict confidence. Other than reports submitted to the Coalition, the Respondent agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Respondent's possession, to those employees on the Respondent's staff who must have the information on a "need to know" basis.

The Respondent agrees to immediately notify, in writing, the Coalition's authorized representative in the event the Respondent determines or has reason to suspect a breach of this requirement.

## **VI. Late Proposals**

1. Proposals received at the office designated in the Request for Proposals after the close of business on the date specified therein will not be considered unless:
  - a. They are sent by registered mail, or by certified mail, for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained; and it is determined by ELCOFSWFL that the late receipt was due solely to delay in the mail, for which the respondent was not responsible; or
  - b. It is determined by the ELCOFSWFL that the late receipt was due solely to mishandling by ELCOFSWFL after receipt at ELCOFSWFL s' office, provided that timely receipt at the office is established upon examination of an appropriate date or time stamp (if any) of the office, or of other documentary evidence or receipt (if readily available) within the control of such installation or of the post office serving it.
2. Respondents using certified mail are cautioned to obtain a Receipt for Certified Mail showing a legible, dated postmark and to retain such a receipt against the chance that it will be required as evidence that a late proposal was timely mailed.
3. The time of mailing of late proposals submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the respondent furnished evidence from the post office station of mailing which established an earlier time. In the case of certified mail, the only acceptable evidence is as follows:
  - a. Where the Receipt for Certified Mail identifies the post office station of mailing, evidence furnished by the respondent which establishes that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be the last minute of the business day of that station; or,
  - b. An entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of the postal employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time

of mailing shall be the time shown in the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the offer shall not be considered.

- c. Proposals may be delivered by hand.

## **VII. Final invoice**

The Contractor shall submit the Final invoice for payment to the ELCOFSWFL no more than 45 days after the contract ends or is terminated. If the Contractor fails to do so, unless waived in writing by the ELCOFSWFL, all rights to payment are forfeited and the ELCOFSWFL will not honor any requests submitted after the above 45-day time period. Any payment due under the terms of this contract may be withheld until all reports due from the Contractor and any necessary adjustment(s) thereto have been approved by the ELCOFSWFL.

## **VIII. Funding availability/annual appropriation**

Pursuant to Section 287.0582, F.S., the ELCOFSWFL'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 ELCOFSWFL may terminate the contract upon no less than twenty-four (24) hours written notice to the Contractor. In the event the contract is terminated for lack of funding, the ELCOFSWFL shall pay the Contractor for documented and verifiable costs reasonably incurred to the extent such funds are appropriated and available for the contract scoped transaction(s). The ELCOFSWFL shall be the final authority as to the availability of appropriated funds.

## **IX. Mandatory reporting of fraud/criminal activity**

The Contractor shall report to the ELCOFSWFL'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 ELCOFSWFL all violations involving fraud, bribery or gratuity violations potentially affecting this PO/Contract and/or the related federal/grant program(s). The ELCOFSWFL 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>.

**X. No contract services performed outside the USA.**

The Contractor and its subcontractors and agents are prohibited from (i) performing any of the 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 contract outside of the United States unless approved by the ELCOFSWFL in writing. The Parties agree that a violation of this provision will: Entitle the ELCOFSWFL to immediately terminate the contract for cause upon email notice to the Contractor's Contract Manager.

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

**XI. Notification of legal action**

The Contractor shall notify the ELCOFSWFL of legal actions taken against it or potential actions, such as lawsuits, related to goods/services provided through this contract or that may affect the Contractor's ability to deliver the contractual goods/services, or adversely impact the ELCOFSWFL. The ELCOFSWFL'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.

**XII. Unauthorized alien(s)**

The Contractor agrees that unauthorized aliens shall not be employed. The ELCOFSWFL 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 ELCOFSWFL.

**XIII. Records Retention**

The Contractor shall keep and maintain records ordinarily and necessarily required by the ELCOFSWFL to perform the scoped transaction(s) of this 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 contract may be unilaterally canceled by the ELCOFSWFL for failure or refusal by the Contractor to keep and maintain records as described herein.

### **XIII. Return of Funds**

The Contractor shall return to the ELCOFSWFL any overpayments disbursed to the Contractor by the ELCOFSWFL due to unearned funds or funds disallowed pursuant to the terms of the 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 ELCOFSWFL. In the event the ELCOFSWFL first discovers an overpayment was made, the ELCOFSWFL will notify the Contractor in writing of such occurrence. Should repayment not be made in a timely manner by the Contractor, the ELCOFSWFL 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 ELCOFSWFL's Contract Manager (or other listed contact person) and made payable to the ELCOFSWFL.

### **XIV. Legal Requirements**

It shall be the responsibility of the provider to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner effect the items covered herein. Lack of knowledge by the company will in no way be a cause for relief from responsibility.

Companies doing business with the Coalition will be required to attest to compliance with the following federal and state rules and regulations:

- Equal Employment Opportunity (EO 11246 as amended by EO 11375 and supplemented by regulation 41 CFR part 60)
- Copeland "Anti-Kickback" Act (18 USC 874 and 40 USA 276c)
- Contract Work Hours and Safety Standards Act (40 USC 327-333)
- Rights to Inventions Made Under a Contract or Agreement (37 CFR part 401)
- Clean Air Act (42 USC 7401 et seq) and Federal Water Pollution Control Act (33 USC 1251 et seq), as amended
- Debarment and Suspension (EO 12549 and EO 12689)
- Use of E-Verify system to confirm immigration status of all employees and subcontractors (State of Florida Executive Order Number 11-116)

### **XV. Instructions:**

#### **1. Instructions:**



The Coalition requires the proposal to be completed in full. The sections to the form are as follows:

## **2. Table of Contents**

The table of contents should include a clear identification of the material by section and by page number.

## **3. Letter of Certification**

This section is a letter of certification on company letterhead to be signed by the CEO of the company. This letter should state that the business can provide the services the Coalition requires, that specific attachments have been included, that any required additional documentation will be forwarded within three (3) days if selected, and that it is understood that all information included in the proposal shall become public record.

## **4. General Description of the Scope of Work**

In this section there should be a brief statement demonstrating the respondent's understanding of the work to be performed and a positive commitment from the respondent to perform the work. There must be discussion of how the respondent will perform each of the desired services that are listed in Section II —Scope of Services starting on page 2 of this RFP.

## **5. Approach to Implementation Services**

The respondent should describe the approach that they will use in providing the requirements of this services of conducting observations.

The respondent should clearly identify its processes for appropriately securing data.

## **6. Business's Profile and Qualifications**

The respondent should communicate its experience in performing not-for-profit and governmental types of observation services. The respondent should indicate whether it is a local, regional or national business. In addition, the respondent should give the location of the office from which the work is to be performed and indicate the number of partners, managers, supervisors, seniors and staff members that are employed by that office. This section should provide references from other Florida not-for-profit coalitions or from clients whose services are like the services sought by this RFP.

This section should describe the types of work offered by the local office. The respondent must indicate any disciplinary action taken against the respondent or any individual associated with the respondent by that State of Florida within the last three (3) years.

The respondent must describe all lawsuits that were filed or are pending against the local office within the last three (3) years.

The respondent must furnish its last peer review report and explain any significant weaknesses that were identified by the report.

### **7. Contractor and Support Team Members' Profiles and Qualifications**

The respondent must identify the Contractor and support team that will be responsible for providing the required services, including the partners, managers, supervisors, senior and staff. Qualifications for each partner, manager, supervisor, senior and staff to be assigned to the network administration and support team should be submitted and the resumes should include the following information:

### **8. Formal Education**

- Continuing professional education relative to services required.
- Experience in computerized systems
- Membership to various national and state boards, committees, or associations
- Professional recognition such as licenses, awards, etc.
- The respondent must identify who would serve as the primary point of contact on the engagement.

## **XVI. Protest Procedure**

Any unsuccessful bidder who is adversely affected by the Coalition's decision concerning this procurement and wants to protest such decision, shall file a protest within 72 hours of the posting of the selection or after receipt of the notice of the Coalition's decision, the unsuccessful bidder must submit, in writing, a notice of protest to the Chief Executive Officer of the Early Learning Coalition of Southwest Florida, Inc. Within 10 days after filing the notice of protest, the unsuccessful bidder shall file a formal written protest detailing the reason for the protest. If the bidder is not satisfied with the response of the Coalition's Board, the bidder may present a written appeal to the Agency Clerk of the Office of Early Learning.

Letters of protest should be addressed to:

Marshall Bower, Coalition Interim Board Chairperson  
P.O. Box 7578  
Fort Myers, FL 33911-7578

Upon receipt of a protest, the Chairperson will convene a meeting of the ELCOFSWFL Executive Committee. The Executive Committee will notify all parties involved in the protest of the time and place of the hearing. Any affected party may present, in writing, a response to the protest for consideration by the Executive Committee.

**APPENDIX 1**

**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.

	<b>Insert Vendor 1</b>	<b>Insert Vendor 2</b>	<b>Insert Vendor 3</b>
Was the proposal submitted by deadline? <b>September 30, 2022</b>			
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>			

## APPENDIX 2

### TENTATIVE SCHEDULE OF EVENTS AND DEADLINES\*

ACTIVITY	DATE	TIME	ADDRESS
Request for Proposal Advertised/Released	September 21, 2022	12:00 p.m. local time	2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901
Last day to submit Written Inquiries to the Coalition	September 28, 2022	4:00 p.m. local time	2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901
Coalition's Response to Written Inquires (Posted on the Coalitions websites)	November 20, 2022	4:00 p.m. local time	2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901
<b>Sealed Proposals must be received no later than:</b>	<b>September 30, 2022</b>	<b>5:00 p.m. local time</b>	<b>2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901</b>
Proposals will be opened by the Coalition	September 30, 2022	5:30 p.m.	2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901
ELCOFSWFL Staff reviews proposal	October 3, 2022	TBD	2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901
*Final Evaluation by Board Chair	October 6, 2022	TBD	2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901
*Notice of Intended Award	October 7, 2022	9:00 a.m.	
Effective date of Contract	<i>October 10, 2022</i>	N/A	N/A

\*These dates and locations are subject to change. Proposers will be notified of any changes made to the schedule of events. Notifications of changes will be posted at the Coalitions' websites [www.elcofswfl.org](http://www.elcofswfl.org),