

REQUEST FOR PROPOSAL FOR **MANAGED IT SERVICES**



Early Learning Coalition OF SOUTHWEST FLORIDA

Early Learning Coalition of Southwest Florida, Inc.

2675 Winkler Ave, Ste 300

Fort Myers, FL 33901

Phone: 239-935-6101, Fax: 239-935-6187

Date RFP Available: December 10, 2024, 4:00 pm

Closing Date and Time: January 8, 2025, 4:00 pm

1 GENERAL INFORMATION

1.1 Background

The Early Learning Coalition of Southwest Florida, Inc. (the “Early Learning Coalition”) is a Florida non-profit corporation and IRC §501(c)(3) charitable organization dedicated to ensuring quality early care and education for children in Collier, Glades, Hendry, and Lee counties. Through a variety of affordable and innovative early education and voluntary pre-kindergarten programs, the Early Learning Coalition serves more than 11,700 children aged from birth to 9 years old and their families.

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 authorized the Division of Early Learning (DEL) to administer both programs at the county or multi-county level through the Early Learning Coalitions. The Coalition assists parents of children from birth to kindergarten by providing opportunities to enhance their child’s educational success.

The Coalition is charged with assessing the early care and educational resources available in our community and developing local plans to address the identified needs of children and their families. The Coalition plans, funds, and oversees a system of services designed to help ensure that children are ready for school when they enter kindergarten. In addition, the Coalition helps give parents support services to enable them to be stable and strong. For more information visit www.elcofswfl.org.

1.2 Statement of Purpose

The purpose of this RFP is to obtain the services of a qualified Information Technology Support Services Provider to deliver exemplary IT-managed services solutions for the fiscal year beginning April 6, 2025. The Coalition anticipates entering a contract for these services for one (1) year and three (3) months (through June 30, 2026) with an option to renew annually for up to two (2) additional one (1) year periods. Small, minority-owned, women-owned, and service-disabled veteran business enterprises are encouraged to submit a Proposal

The Coalition employs up to 63 full-time equivalents. The Coalition currently has a hybrid in-source/outsourced approach to the management and development of its information technology resources. Information technology services are provided across two locations within the service areas of Collier, Glades, Hendry, and Lee counties.

The current IT setup is a vendor-supplied on-premises IT support personnel who are dedicated to IT services, with remote help desk and infrastructure monitoring and maintenance provided during regular business hours.

The Coalition seeks a firm or firms that have the technical expertise, breadth of experience, and availability to support its information technology needs in a non-profit organization, and provide advice to guide its infrastructure, security, and software decisions into the future.

1.3 Single Point of Contact

The single point of contact is the staff member identified by the Coalition to manage the process of the RFP. The only contact person for any or all aspects of this RFP is:

Wynetta Upshaw
Chief Administrative Officer
Early Learning of Southwest Florida, Inc.
2675 Winkler Ave., Suite 300
Fort Myers, FL 33901
E-mail: wynetta.upshaw@elcofswfl.org

All e-mail communications shall include one of the following three subject headers:

- RFP MITS 2024-2025– Proposal
- RFP MITS 2024-2025–Technical Questions
- RFP MITS 2024-2025– Intent to Appeal

2 STATEMENT OF WORK

The scope of services is intended to ensure proper operation of the Coalition’s networked computer system, equipment, and related network infrastructure. It is anticipated to include, but not be limited to the following:

Physical Servers

- Dell Power Edge Server R330 (Physical Domain Controller)
- Dell Power Edge Server R740 (ESXi Server)
- Cisco Business Edition 6000 Server (UCSC-C220-M4S, Hosts Phone System Voicemails)

Virtual Servers

- Coalition’s On-Site PBX system includes Cisco Call Manager and Cisco Unity Connection virtual servers to coordinate automated call handlers, direct-inward-dial extension, hardware audio conferencing bridges, and voicemail to email.
- VMware Vsphere Essentials Software.

Firewalls

- Cisco ASA 5506-X-Network Security Firewall Appliance (Quantity 3)

Security/AV Software

- Webroot SecureAnywhere is installed on all machines and servers.
- Cisco Umbrella - Content Filtering for Web-browsing.
- EventTracker Security Information and Event Management (SIEM).
- Provides 24/7 alerts for security incidents relating to the Firewall or Active Directory
- Bitdefender Enterprise Antivirus.

Router

- Cisco 4321 Network Router (ISR4321-V/K9)

Battery and Back-up Equipment

- APC Symetra Smart UPS Battery Backup Unit (4 Batteries)
- Datto Offsite Back-up License

Switches

- Cisco 2690-X 48LPS-L Internet Port Switch (3)
- Cisco 2690-X 24LPS-L Internet Port Switch (1)

Wireless

- Cisco WLC Controller with three (3) access points

Phones

- 8x8 Cloud-based phone system with 70 Polycom VVX 450 handsets and one (1) Real Presence Trio 8800 IP spider conference phone with all-in-one voice, video, chat, and advanced call handling analytics

Email

- Office 365 hosted cloud-based exchange using a combination of Office 365 business premium and Office 365 business essentials licenses

Remote Access

- Cisco AnyConnect VPN
- Approved employees can connect to access files on the internal file server

Software

- Microsoft Outlook e-mail, Microsoft Office 365 Pro, SharePoint, Adobe Acrobat Pro, Adobe Creative Suite, Microsoft Edge, Abila Cloud, Microix
- Coalition uses Teams for video conferencing

Printers/Scanners

- The Coalition has one (1) Savin and five (5) Ricoh Business Class multi-function copiers attached to the network. Some staff have desktop scanners or printer/scanners

Desktops/Laptops

- The Coalition has approximately sixty-five (65) workstations throughout the four (4) county service area; this includes staff and customer computers

Internet Service Providers

- Comcast Business Class
- Century Link/Lumen

2.1 Required Task List

Network and Server Maintenance

- Review network configuration and hardware and update as necessary to optimize network performance and minimize downtime and outages.
- Test software patches and security hot-fixes for compatibility.
- Upgrade, repair, and maintain all components of the network described in Section II.
- Troubleshoot various network issues and conduct periodic system checks to ensure all systems work reliably.
- Deploy new software and update all licenses prior to their expiration dates.
- Manage multi-access point wireless network.
- Maintain network connectivity at all locations.
- Maintain and service extensive SharePoint Intranet (not including the Provider SharePoint Intranet).

Desktop/Laptop Maintenance

- Installation or relocation of desktops/laptops and IT-related equipment (printers, scanners, tablets, and smartphones).
- Installation of authorized software.
- Document each individual workstation name currently connected to the network.
- Document each individual username, ID, permissions, and all assigned equipment connected to the network, and all assigned software.
- Document the computer operating system and version number.
- Clear the cache: Review each workstation and clear the internet cache in order to clear files that slow the virus scans, eliminate corrupted files, and to assist in identifying spyware.
- If spyware and viruses are detected, perform the services necessary to eliminate these files.
- Develop a corrective action plan, as appropriate. Minor issues can be addressed during preventative maintenance; more complex issues may need to be scheduled for future action.
- Check the antivirus definition date to ensure that all scheduled updates have been performed properly and effectively. Perform updates as required.
- Delete all quarantined files to rid the workstation of known viruses and identify files that could be potential problems.
- Perform all critical Microsoft Windows updates.
- Perform a scan disk on each computer and document any anomalies. Follow this documentation step with a corrective action plan as appropriate.
- Review the event log to determine any potential problems. Follow this step with a corrective action plan as appropriate.
- Analyze the hard drive capacity and free drive space to improve performance.

Technical Support Services

- Technical support to all systems, computers (desktops, laptops), e-mail, telephones, smartphones and tablets, and printers.

- Configure workstation computers and create user accounts as needed
- Configure new servers as needed.
- Set up and troubleshoot network printers, scanners, and copiers.
- Submit a monthly report that details all service requests and their status.
- Utilize a ticket management system to track all user requests for technical assistance.
- Attend monthly contractor meetings and ad-hoc meetings to plan upgrades to network and software packages as needed.
- Provide remote technical support to all computers and equipment attached to the network.
- Provide a customer call center and/or online request system during Coalition's business hours [as well as after hours and weekends as needed] for all users to request support. The Coalition would like to have a customer call center because end users often need to speak with a technical support analyst to describe the problems they are experiencing.
- On-site technical support is required 16 hours a week either Monday and Wednesday, 8-hour days, or Monday – Thursday, 4-hour days to be agreed upon by the Parties. Back-fill resources are required for planned and unplanned absences of technical staff. Temporary deviation from the agreed schedule is required to be agreed by the Parties in writing, in advance. Email correspondence is an acceptable form of notice. Permanent changes to the schedule are subject to change control.
- Assist ELC with procurement specifications for any network equipment, software, and/or licenses needed to operate the network efficiently and cost-effectively.

Network Security and Online Backups

- All production servers are currently backed up locally using a Datto backup appliance and service subscription. The Coalition's goal is to move to the cloud. All machines and services have Webroot SecureAnywhere installed on them. Internet traffic is filtered by Cisco Umbrella content filtering for web browsing.
- All data, information, and passwords are the property of the Coalition. At all times, the Chief Administrative Officer or Designee shall have a list of all active passwords maintained by the Contractor to ensure access to the Coalition network.

Security Tasks

- Monitor network for unauthorized access.
- Maintain all directories and file permissions.
- Maintain and update firewalls.
- Configure and maintain network user permissions.
- Provide secure remote access.
- Adhere to confidentiality agreement wherein the contractor cannot disclose network or any data related details to any third party.
- Ensure all systems have proper firewalls and reliable data security software.

Back-up Tasks

- Proposers must be able to provide recovery online backup samples twice a year to prepare for an emergency response.
- Must be able to provide a timeframe of the amount of time required for said backups to be furnished.
- Back-up procedures include physical and cloud network storage.

- Manage secure off-site backup of crucial data.
- Perform other preventative maintenance quarterly:
 - Disk space checkup.
 - Review event logs.
 - Provide proactive network monitoring.
 - Daily backups (Datto).

Hosted Services

- Coordinate and liaison with all respective service providers to ensure delivery and continuity of all hosted services.

Project Support Services

- Supplier will provide 100 hours of project support of both a Senior and a Junior Technician per contract year to be used for projects identified by the Coalition, at no additional cost to the Coalition. The project support hours can be used for planning, design, management, and execution of projects. The projects will be requested and agreed to in writing by authorized representatives of the Parties. Any projects that exceed the annual pool of project support will only be authorized via purchase order and separate statement of work. Any unused project support hours will roll over into the next contract year and be additive to the 100 hours of project support for that year.

Emergency Mitigation, Preparedness, Response

- Review the Coalition's Continuity of Operations Plan (COOP) and ensure it includes all necessary components to effectively mitigate, plan, respond, and recover from any Declared Disasters or adverse events that may impact any or all of the Coalition offices.

2.2 Other Goods and Services

The Coalition may request that the Selected Respondent provide additional services throughout the term of any resulting contract. A contract amendment will be executed to reflect any additions or deletions of services. Costs for any additional services associated with other miscellaneous or special projects must be negotiated by the parties to the contract.

2.3 Status Updates

The selected Respondent must be available to participate in meetings by telephone, virtual meeting, or in person to discuss the status of the project and other matters covered under any Statement of Work and/or contract resulting from this RFP.

2.4 Break Down of Designated Support Hours

Support services are required during normal business hours, Monday through Friday 8:00 AM to 5:00 PM (EST).

On-site technical support is required 16 hours a week either Monday and Wednesday, 8-hour days, or Monday – Thursday, 4-hour days to be agreed by the Parties. Back-fill resources are required for planned and unplanned absences of technical staff. Temporary deviation from the agreed

schedule is required to be agreed by the Parties in writing, in advance. Email correspondence is an acceptable form of notice. Permanent changes to the schedule are subject to change control.

Most of the on-site technical support will be conducted at the Lee County office. The Respondent's employees will complete daily tasks and maintenance, such as Help Desk support and performance management. The Respondent's employees will also be involved in project management and planning, upgrades, security monitoring, reporting, asset management, staff meetings, and any other requested support by administrative staff of the Coalition.

ELC's normal operating hours may temporarily change during natural disasters or any event that impacts the physical locations or networking capacity of any of ELC's business offices. Contractor may also plan certain network administration activities and/or respond to natural disasters or events impacting any of ELC's office locations outside of normal business hours. The network must be operational 24 hours a day 7 days a week.

Priority Levels and Required Response and Resolution Times of Incidents and Service Requests

Priority Level	Description	Response	Restore
P1 - Critical	A) A critical business operation is down, B) Full system or critical services are down, or C) A significant number of users are affected With no circumvention or workaround available	30 minutes	4 hours
P2 – High Priority	Multiple users, single customer-facing agent, or VIP* unable to work due to infrastructure or end point malfunction	1 hour	8 business hours
P3 – Medium Priority	A) A unit or component failure, that does not have a significant impact on the business, or B) VIPs or critical users have experienced a minor disruption to service but can continue to work with a majority of function	1 business hour	Next scheduled on-site visit
P4 – Low Priority	A) Minor disruption to an end user who can continue to work with the majority of functionality B) A single user telephone, e-mail, network, PC, Teams, or printing outage, or C) A service request for an installation, move, add or change	1 business day	Next scheduled on-site visit

*A VIP is a Chief level staff member (e.g. Chief Executive Officer or Chief Financial Officer)

2.5 Coalition Offices to be Covered

- a. **Lee County:** 2675 Winkler Ave, Ste 300, Fort Myers, FL 33901
- b. **Collier County:** 3050 North Horseshoe Drive Unit 168, Naples, FL 34104

2.6 Assessment Services

a. Level One Assessment

Provide documentation on the business practices and the technology of the organization. Enough information is exchanged for the Contractor to determine basic business functions, the current technical environment, the current technical constraints, and the strengths and weaknesses of the Coalition's technical architecture, to allow recommendations and action plans to be formulated.

b. Level Two Assessment

Current Technical Infrastructure: Each piece of computer, server, and networking equipment is assessed, and a detailed list of components and software are compiled to support technical troubleshooting.

Current Shared Resources: Requires that all network structures be diagrammed to show each component and their interaction and identify which workstations have access to which device.

Information Resource Management Inventory Needs: A document identifying any additional needs that the organization may have. This includes software license upgrades, security, backup and recovery, or peripherals.

2.7 Staff Training

Provide staff training, as needed including but not limited to topics such as:

1. **Microsoft 365 Overview and Best Practices:**
 - o Understanding the suite of tools (e.g., Teams, OneDrive, SharePoint, Outlook).
 - o Tips for efficient cloud collaboration and file organization.
2. **Advanced Excel Training:**
 - o Utilizing advanced formulas, PivotTables, Power Query, and data visualization tools.
 - o Tips for managing reimbursement data or eligibility tracking.
3. **Using Microsoft Teams for Collaboration:**
 - o Best practices for virtual meetings, team chats, and file sharing.
 - o Setting up channels for specific projects, like legislative priorities or strategic partnerships.
4. **Document Management with SharePoint:**
 - o Organizing files for the operations team, programs team, and contracts team.
 - o Creating workflows to streamline contract request submissions.
5. **Outlook and Calendar Optimization:**
 - o Advanced scheduling tools, reminders, and integration with Teams.
 - o Managing busy team schedules with shared calendars.
6. **Microsoft Forms and Power Automate:**
 - o Designing forms for internal surveys, such as family stories or contract requests.
 - o Automating workflows to increase efficiency.
7. **Power BI Training:**
 - o Analyzing data related to child care providers, funding allocations, or program impact.

- Creating dashboards for real-time performance metrics.
8. **Cybersecurity Awareness:**
- Training staff on phishing awareness, password management, and data protection policies.

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1. **Cloud Backup and Recovery:**
 - Regularly scheduled backups and recovery planning to ensure no data loss.
 2. **Help Desk Support:**
 - Dedicated IT support for troubleshooting and day-to-day technical needs.
 3. **Microsoft 365 Administration:**
 - Managing permissions, user accounts, and storage optimization.
 4. **Compliance and Security Monitoring:**
 - Ensuring compliance with data privacy regulations related to child care provider and family data.
 5. **Ongoing Application Updates and Training:**
 - Regular updates to new Microsoft features with customized training sessions.
 6. **Network and Endpoint Security:**
 - Protection for all devices accessing the cloud, including mobile device management (MDM).
 7. **Custom Workflow and Integration Support:**
 - Building automated processes across apps like Teams, SharePoint, and Power Automate for operational tasks.
 8. **Performance Monitoring and Optimization:**
 - Regular evaluations of cloud performance and usage patterns to optimize costs and efficiency.

3 CONTRACT TERMS AND RENEWAL OPTIONS

The term(s) of any contract(s) resulting from this solicitation, if any, is anticipated to commence on April 6, 2025, and end on June 30, 2026, and will be awarded through written notice to the qualified Respondent. While price is an important factor in selecting a respondent for the award, other factors in the competitive process will be considered and take precedence over price. Those factors include the quality of services offered, operating characteristics, administrative capability, size of organization, customer service and previous experience in providing the same or similar services, and the ability to achieve the deliverables.

The initial term of the Contract shall be for a period of 15 months and may be renewed for a period not to exceed 3 years or the term of the original contract, whichever period is longer, specify the renewal price for the contractual service as outlined in the Proposal, specifying that cost for the renewal may not be charged, and specifying renewals shall be contingent upon satisfactory performance evaluations by the coalition and subject to the availability of funds. In the event of such renewal, the scope of services, deliverable dates, and contract amounts may be negotiated. The Coalition also may exercise the option to apply an extension period, up to a total of six months, after completing the last contract year initiated.

3.1 Respondent Pricing

Respondents shall offer comprehensive and accurate pricing to the best of their ability. In the event that a contract results from this RFP, the Coalition will not make any payments to the Selected Respondent for any costs incurred by the Selected Respondent that were not included in the

Respondent's proposal and approved by the Coalition. The Coalition will only pay for costs that are approved and allowable and per the requirements of this RFP.

3.2 Travel Costs

The Coalition will not reimburse travel costs or costs for meals, lodging, or any other out-of-pocket expenses incurred in conducting the work required under any contract resulting from this RFP. All travel-related expenses shall be borne entirely by the selected Respondent, except for the required travel to Coalition Board of Directors meetings.

3.3 Standards of Performance

Respondent must meet and comply with the Standards of Performance described in this RFP, including all requirements of any resulting contract and all applicable laws, regulations, standards, and other requirements.

3.4 Ownership of Intellectual Property

As part of the RFP response, Respondents will need to provide a brief statement regarding the ownership of the produced materials or provide the Respondent's policy regarding intellectual property issues. Please include in the proposal what will be required for the Early Learning Coalition of Southwest Florida to own the final work produced.

3.5 Trade Secrets

The Coalition will attempt to afford protection from disclosure of any trade secret as defined in s. 812.081, F.S., where identified as such in the response to this RFP, to the extent permitted under s. 815.04, F.S. Any prospective vendor or Respondent acknowledges, however, that the protection afforded by s. 815.04, F.S., is incomplete and it is hereby agreed by the Respondent and the Early Learning Coalition that no right or remedy for damages arises from any disclosure.

3.6 Cost of Preparation of Proposal

The Early Learning Coalition shall not be liable for any costs incurred by a Respondent in responding to this RFP.

3.7 Tied Offers/Bids

In the event two companies have tie scores for their proposals and one is a minority-owned business, preference will be given to the minority-owned business. If no minority business submits an offer, preference will be given to the business that is veteran- or women-owned. However, no preference will be given if all top Respondents are women- or veteran-owned businesses and are not minorities. No preference will be given to firms that do not qualify as minority, women, or veteran-owned businesses. **See Section 4.11 (Diversity)** for additional information.

3.8 Other Required Information

All Respondents must comply with section 274A of the Immigration and Naturalization Act. Such violation shall cause rejection of the Proposal, or if subsequently discovered, for unilateral cancellation of the Contract.

4 RFP SELECTION PROCESS

The Coalition will conduct a fair, comprehensive, and impartial evaluation of all timely received proposals. The evaluation will be conducted by a committee comprising Coalition employees. Each member of the Evaluation Committee will conduct an independent review of each proposal submitted and assign each proposal a score according to a pre-determined scoring rubric. Scores will be based on the major criteria described below. Individual Evaluation Committee scores will be compiled and averaged to establish a single average score for each respondent.

4.4 Inquiries

The Coalition will accept written technical questions via email to wynetta.upshaw@elcofswfl.org with **RFP MITS 2024-2025–Technical Questions** in the subject line by **Wednesday, December 18, 2024, at 4:00 p.m. EST**, and will post a FAQ document on its website www.elcofswfl.org/request-for-proposals/ on **Friday, January 3, 2025 by 4:00 pm EST**. Information obtained from any other source is not official and should not be relied upon.

4.5 Selection of Short List of Respondents

After review of the Proposals and the Evaluation Committee scoring results, the Evaluation Committee may select one or more Respondents for further consideration (“Short List”). Coalition staff will communicate directly with the Respondents who are selected for the Short List. The Coalition reserves the right to select a Respondent for a contract award without a Short List.

4.6 Oral Presentations and Demonstrations

Respondents identified for the Short List may be asked to make in-person or live video presentations to the Evaluation Committee. These presentations may involve a question-and-answer period.

4.7 Cone of Silence

All parties to this solicitation shall be bound by a “**Cone of Silence**” surrounding solicitations and prohibitions against ex parte communication. During the Cone of Silence, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and state holidays, any of the following: (a) Coalition board members; (b) any Early Learning Coalition staff; (c) any proposal evaluation committee members; and/or (d) any member of the executive or legislative branch of the Florida State Government regarding any aspect of this solicitation.

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 person.

4.8 Disqualification

In accordance with s. 287.133, F.S., any individual, entity, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal for a period of 36 months following the date of being placed on the convicted vendor list, whether as a Respondent, a member of a Respondent, or a subcontractor of a Respondent.

In accordance with s. 287.134, F.S., any individual, entity, or affiliate who has been placed on the discriminatory vendor list may not submit a proposal for a period of thirty-six (36) months following the date of being placed on the discriminatory vendor list, whether as a Respondent, a member of a Respondent, or a subcontractor of a Respondent.

The failure to have performed any contractual obligations with the Early Learning Coalition in a manner satisfactory to the Early Learning Coalition shall also constitute sufficient cause for disqualification. To be disqualified as a Respondent under this provision, the Respondent must have:

1. Previously failed to satisfactorily perform in a contract with the Early Learning Coalition, been notified by the Early Learning Coalition of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Early Learning Coalition; or;
2. Had a contract terminated for cause by the Early Learning Coalition or by any other State agency.

4.9 Rejection of Proposals and Waiver of Minor Irregularities

The Early Learning Coalition reserves the right to reject any Proposals received pursuant to the RFP if such action is in the best interest of the Early Learning Coalition as determined in its sole and absolute discretion. The Early Learning Coalition shall have the right, but not the obligation, to waive any minor irregularities in submitted Proposals if doing so would serve the best interests of the Early Learning Coalition, as determined in its sole and absolute discretion. For purposes of this Section I, a minor irregularity shall mean a variation from the RFP terms and conditions that does not affect the price of the Proposal, does not give the Respondent an advantage or benefit not enjoyed by other Respondent(s), and/or does not adversely impact the interest of the Early Learning Coalition.

4.10 Notice of Intent to Award

The Contract shall be awarded to the responsible and responsive Respondent whose Proposal is determined to be the most advantageous to the Coalition. While price is an important factor in selecting a Respondent for an award, other factors in the competitive process will be considered and may take precedence over price. Those factors may include, but are not limited to, the following: quality of service offered, operating characteristics, technical innovations, administrative capability, size of organization, customer service, previous experience in providing the same or similar services, and the ability to achieve the deliverables as specified in section 2. The notice shall be posted for a minimum of seventy-two (72) hours on the Coalition website.

4.11 Diversity

The Coalition is committed to supporting diverse business industries and populations through ensuring participation by minority-, veteran-, and women-owned business enterprises in the economic life of the state, F.S. 287.09451. Minority, veteran, and women-owned business enterprises are strongly encouraged to participate in this solicitation.

The Coalition will verify the minority-, veteran-, and women-owned status of all finalists on the State of Florida's Certified Vendor Director at OSD (myflorida.com). Respondents may view the State's

certification requirements online at Get Certified / Office of Supplier Diversity (OSD) / Agency Administration / Florida Department of Management Services - DMS (myflorida.com).

4.12 Appeal Process

Any Respondent who is adversely affected by a Coalition decision or intended decision concerning an RFP solicitation has the right to appeal. The appeal process is as follows:

1. Submit a letter within three (3) business days from the date of the Contract award to the Chief Executive Officer of the Early Learning Coalition of Southwest Florida, Inc., stating that an appeal to the Contract award is being filed and the specific reasons for that appeal based on the following four criteria:
 - a. Clear and substantial error or misstated facts by the review team upon which the decision was made
 - b. Unfair competition or conflict of interest in the decision-making process
 - c. Any illegal or improper act or violation of law
 - d. Other legal bases on grounds that may substantially alter the Coalition's decision

The Chief Executive Officer will review the appeal and respond in writing within ten (10) business days. Should the Chief Executive Officer require additional time to review the matter, the Respondent shall be advised in writing (electronic and/or mail) within the ten (10) business day period.

2. In the event the Chief Executive Officer's response is not satisfactory to the Respondent, an appeal to the Executive Committee may be requested. The appeal must be provided in writing within fifteen (15) business days from receipt of the response from the Coalition and addressed to:

Early Learning Coalition of Southwest Florida, Inc.
Attention: Board Chair
2675 Winkler Ave, Suite 300
Fort Myers, FL 33901

The appeal will be heard by the Executive Committee at a time set by the Coalition Board Chair after consultation with counsel. The Executive Committee's decision will be made by a majority of members present. A written acknowledgment and final resolution of the appeal will be made within thirty (30) calendar days of the request. The result will be the final outcome on behalf of the Coalition unless otherwise stated by Florida law. In the event the party is not satisfied with the outcome provided by the Coalition, they may seek legal remedies as afforded under the laws of the State of Florida.

5 SCHEDULE OF EVENTS

The schedule for awarding a contract under this RFP is shown below. The Coalition reserves the right to amend the schedule or extend any publishing deadline in the RFP upon notification to all parties who have submitted a proposal.

Procurement Schedule	Due Date	Time (EST)	Location
Release of RFP	12/10/24	By 4:00 p.m.	Available on Coalition Website www.elcofswfl.org/request-for-proposals/
Deadline to email technical questions	12/18/24	4:00 p.m.	Email: wynetta.upshaw@elcofswfl.org
Anticipated date to post FAQs on Coalition's website	01/03/25	4:00 p.m.	www.elcofswfl.org/request-for-proposals/
Proposal due date (E-mail PDF or mail to Coalition)	01/08/25	4:00 p.m.	Email: Wynetta.upshaw@elcofswfl.org or Early Learning Coalition of Southwest Florida, Attn: Wynetta Upshaw 2675 Winkler Ave Ste 300 Fort Myers, FL 33901 RFP#: MITS 2024-2025
Opening of all proposals	01/08/25	4:05 p.m.	Early Learning Coalition of Southwest Florida, 2675 Winkler Ave Ste 300, Fort Myers, FL 33901
Evaluation of Proposal	01/08/25 – 01/15/25	N/A	N/A
Anticipated Posting of Notice of Intent to Award	1/22/25	4:00 pm	Award will be posted on Coalition's website
Initiation of Contract Negotiations	1/23/25 – 2/7/25	N/A	TBD
Effective Date of Contract	April 5, 2025	N/A	N/A

Note: The anticipated contract award date is a target date and is not guaranteed, as final contract negotiations with the Respondent will determine when, or if the actual contract award will be made.

6 EVALUATION CRITERIA

The Coalition intends to award a contract to a responsible Respondent who submits the most responsive proposal determined to be the best value to the Coalition and who meets all requirements included in this RFP. Proposals will be evaluated in two sections:

- a. Fatal criteria
- b. Qualitative Evaluation Criteria

The fatal criteria consist of an initial screening of a series of pass or fail questions that ensure respondents meet certain compliance items. Proposals that are incomplete or do not satisfactorily address each requirement may be disqualified.

The qualitative evaluation criteria assign a point value to a series of questions that ensures the respondents have satisfactorily addressed each requirement in their ability to perform the statement of work.

The evaluation process is designed to assess the Respondent's ability to meet the Coalition requirements and to identify those Respondent's likely to satisfy those requirements. The evaluation process will be conducted in a thorough and impartial manner.

The Evaluation Committee will rate Respondents, who in their judgment, best meet the needs and requirements of the Coalition. While price is an important factor in selecting a Respondent for an award, other factors in the competitive process will be considered and may take precedence over price. Those factors may include the quality of service offered, operating characteristics, technical innovations, administrative capability, size of the organization, customer service, previous experience in providing the same or similar services, and the ability to achieve the deliverables as specified in section 2. The Coalition's Board of Directors, in its sole discretion, may elect not to award a contract to any Respondent under this solicitation. Respondent(s) may be selected for further evaluation in the context of an oral presentation, in-person interview, conference calls, or a combination of the foregoing. References may be checked, and background checks may be performed to verify information submitted in the Proposals.

The Evaluation Committee will make recommendations to the full Coalition Board, which shall make the final decision on approval of Proposals. Proposals that are approved by the Coalition's Board will be eligible for contract negotiation subject to the availability of funds. The approval of the Coalition's Board provides approval for only the Contractor's concept and the total funding amount that may be contracted. It does not provide approval for any unit cost(s) or for any specific terms and conditions. Representatives of the Proposer and the Coalition staff will negotiate these details after a full review and discussion of the proposed services and costs.

All Proposals are subject to negotiation by the Coalition.

7 PROPOSAL/RESPONSE FORMAT

7.1 Respondent Documents

All Respondent documents that are related to the requested services, this RFP, the Bid Responses, or any resulting contract are collectively referred to in this RFP as "Respondent Documents." Documents that are not submitted with the Respondent's RFP response will not be accepted or considered part of the response or any resulting contract.

7.2 Proposal Format

Any Proposal must be received by the Coalition by the deadlines set forth in the RFP schedule (Section 5). The Coalition recognizes that technical issues may prevent some Respondents from signing the required forms electronically with digitally verified signatures. Therefore, Respondents may choose one of the following options when signing all required forms:

- a. **Manual completion of all forms that require signatures and dates**
 - Respondents may sign all required forms manually in **blue ink** and include scanned color copies with their applications saved as PDF files.
 - Any Respondent who manually signs all required forms must maintain the original signed forms and send them to Coalition upon request.
- b. **Electronic completion of all forms that require signatures and dates**

- a) Respondents who choose to sign electronically must use DocuSign, Adobe Sign, or similar software which date stamps the document and secures it from any future modifications.
- c. The Proposal may be emailed to wynetta.upshaw@elcofswfl.org in a single combined PDF file with the following subject header: **RFP MITS 2024-2025–Proposal** or mailed in a **SEALED PACKAGE containing an original hard copy of the Proposal (clearly marked as such)** for review by the Evaluation Committee.

Early Learning of Southwest Florida, Inc.
Attn: Wynetta Upshaw
2675 Winkler Ave., Suite 300
Fort Myers, FL 33901
RFP#: MITS 2024-2025

7.3 Submission Deadline

Proposal must be received by 4:00 p.m. EST (Coalition’s Clock Time). No proposals will be accepted after the submission deadline. Submission by facsimile will not be accepted. Late responses will not be considered under any circumstances. Responses attached to emails received after the deadline will not be opened. Dates of receipt for email responses will be the date shown as received by our system. In no event will the Coalition be liable for responses delayed by email systems or any other reason.

To be entitled for consideration, Respondents’ proposals must clearly indicate that Respondents have available the necessary qualified personnel, skills, expertise, tools, equipment, systems, organization, and facilities to provide all the services required, in the manner described herein, under this RFP and any resulting contract. Proposals must demonstrate familiarity and experience with the delivery of Managed IT Services as described in this RFP.

7 RESPONSE DOCUMENTS

The Respondent should provide all information that the Respondent believes would be helpful to the Coalition in establishing the Respondent’s ability to perform the services described in this RFP and comply with the requirements of this RFP and any resulting contract.

8.1 Cover Letter

The first page of the proposal must be a Cover Letter that includes the information specified below.

- a) A commitment by the Respondent to provide the services required by the Coalition in this RFP.
- b) A statement that the proposal is valid for 90 calendar days from the day after the date that the proposals are delivered to the Coalition.
- c) A dated signature of a person(s) legally authorized to bind the Respondent to the terms and conditions contained in this RFP and to comply with the information and representations submitted in the proposal. The proposal must state that the signatory is authorized to bind the Respondent to the terms and conditions set forth in this RFP. Proposals submitted without the required signature will be disqualified.

- d) A statement certifying the completeness, veracity, and accuracy of the information provided in the proposal. By submitting a signed proposal, Respondent agrees that it fully understands this RFP and shall abide by the terms and conditions contained in it. Any exception to the requirements of this RFP must be specifically noted in writing and explained by Respondent in its RFP response as a condition to becoming part of any subsequent contract.
- e) The Respondent must list the name, title, phone number, and email addresses of at least two (2) individuals who will be the contact persons for this RFP and who have the authority to respond to questions from the Coalition.

8.2 Proposal Submission Checklist

The Proposal Submission Checklist is included as Appendix A to this RFP. The checklist is provided to help the Respondent ensure that a proper Proposal is submitted in the required format. The Respondent must include the completed checklist as part of the proposal.

8.3 Title Page

The proposal must contain a title page that includes the following information:

- a) Respondent's name and address,
- b) Respondent's Federal Employer's Identification Number (FEIN), and
- c) Respondent's contact name, title, signature, and date.

8.4 Table of Contents

The proposal must contain a table of contents that clearly identifies and denotes the location of each section and subsection of the Proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures and attachments to the proposal, including relevant page numbers.

8.5 Executive Summary

Each Respondent must provide a summary of the services proposed in response to this RFP. The Executive Summary must not exceed five pages and should represent a full but concise summary of the contents of the proposal. The Executive Summary should include, at a minimum, the following:

- a) A brief description of the Respondent's qualifications,
- b) A description of the Respondent's experience with providing the services requested,
- c) A description of the Respondent's understanding of the requirements as outlined in Section 2, Description of Services/Statement of Work, and
- d) Any additional requirements, terms and conditions, or any documentation unaddressed in the RFP that the Respondent has attached in the Proposal as a material submission to the RFP.

8.6 General Background, Qualifications, and Experience of Respondent

This response section details the Respondent's background and experience with government, non-profit, early learning coalitions, or similar coalitions, including past performance, as it relates to projects similar in scope to the services described in this RFP. The Respondent must demonstrate

its ability to perform the services described in the RFP by providing, at a minimum, the information detailed below. This section should include information that addresses the firm and the team's experience, reputation, and qualifications regarding the required services.

To be entitled to consideration, the Respondent must have available the required qualified personnel, knowledge, skills, expertise, abilities, organization, facilities, materials, supplies, tools, and equipment to fulfill all requirements under this RFP and any resulting Contract.

8.7 Specific Expertise, Experience and Qualifications (Engagements)

Must provide a list of representative engagements of comparable complexity and scope to the requirements of this RFP, or which demonstrably deployed the same general types of resources and skills.

The Response should indicate whether the representative engagements included the proposed team.

Each description should be as detailed as necessary to enable the Coalition to reasonably assess the relevance and usefulness of such an experience. The Respondent must give the client organization's name and describe the service performed, the service's beginning and ending dates and status of the client engagement.

8.8 Key Staff Qualifications

Must provide the names of the Respondent's key staff who will provide services under any Contract resulting from this RFP and describe the role of each key staff member and the services that each will provide.

The Respondent must include the following background information for each key staff member to be assigned to this project: title; education; training; relevant experience; length of service with the Respondent's firm; professional accreditations, certifications, designations, and licenses. Full résumés/CVs may be provided but are not required.

8.9 Subcontractors

The Respondent must submit a list of subcontractors or potential subcontractors whom the Respondent may engage to perform services for the Coalition as part of any contract that may result from this RFP.

The Coalition reserves the right to request additional information regarding any proposed subcontractor or vendor.

The Respondent shall be fully responsible for all its subcontractors and vendors and their performance of any duties as part of any contract that may result from this RFP.

8.10 Schedule

The anticipated project execution is April 6, 2025. The respondent shall describe how the company plans to provide network administration and technical support services. The Coalition reserves the right to modify the execution date as it sees fit.

8.11 References

Must provide a minimum of three (3) verifiable references from clients for whom the Respondent has provided comparable services of similar scope and complexity. The Respondent must provide the name, title, telephone number, and email address of the key contact(s) at the client organization.

The Coalition may, at their discretion, contact these references to verify the experience or performance of the Respondent. By providing the name of a contact person, the Respondent consents to such communication by the Coalition.

8.12 Financial Responsibility

The Respondent must provide evidence of financial responsibility and stability for performance of the services for which a proposal is submitted. In addition, the Respondent must disclose the source of any outside financial resources that will be utilized by the Respondent to enable it to fulfill any contract awarded pursuant to this RFP.

The Coalition reserves the right to request any additional information necessary to determine the financial integrity and responsibility of a Respondent and to reject a response on the grounds of the Respondent's financial soundness.

8.13 Professional Insurance

The Selected Respondent will be required to provide proof of professional liability insurance covering errors and omissions upon entering into a contract with the Coalition within 48 hours of the effective date of such contract. By submitting a response to this RFP, the Respondent agrees to comply with this requirement.

If the circumstances certified by the Respondent change or additional information is obtained after submission of the Respondent's proposal, the Respondent shall submit updated information as soon as possible, upon learning of any change to the Respondent's response.

8.14 Budget

The Respondent must complete the table in Appendix B for each fiscal year. This will be a fixed-price contract using a Fixed Monthly Rate (FRM) for all services described in Section 2 Statement of Work (SOW). The FRM will apply for the original term, any renewals and the optional six-month extension. The Respondent is required to complete Table A and must respond to the questions in Table B but does not have submit any optional services.

- a) The Respondent, in the proposal shall, include the following fixed monthly rate for:
1. Fiscal year ending June 30, 2025
 2. Fiscal year ending June 30, 2026
 3. Fiscal year ending June 30, 2027
 4. Fiscal year ending June 30, 2028

In developing the budget, Respondent may show different rates, estimated monthly hours, and total cost for each position deemed necessary. These estimates shall be based on the information provided in the SOW and RFP.

The monthly budget table provides necessary detail and justification to support the Respondent's FMR. The actual number of hours for each position may vary throughout the year. However, Respondent must agree to submit a monthly invoice using the final negotiated FMR and monthly reports summarizing services. The Coalition may ask the selected Respondent (Contractor) to provide additional information with their invoices if the monthly summary reports do not provide sufficient detail to show units (hours, calls, on-site visits, etc.) or projects completed.

ELC reserves the right to negotiate the best terms and pricing after selecting the Respondent it deems as the most responsive.

APPENDIX A: PROPOSAL SUBMISSION CHECKLIST

This checklist is provided to help the Respondent ensure that a proper Proposal is submitted in the required format. ***Review the checklist to ensure RFP Section References and Components are identified appropriately based on the Proposal document.***

Order	Proposal Component	RFP Section Reference	Verify Inclusion by Initials
1	Cover Letter	Sec. 8.1	
2	Proposal Submission Checklist (Appendix A)	Sec. 8.2	
3	Title Page	Sec. 8.3	
4	Table of Contents	Sec. 8.4	
5	Executive Summary	Sec. 8.5	
6	Body of Proposal, including background, qualifications, and experience	Sec. 8.6	
7	Specific Expertise – Representative Engagements	Sec. 8.7	
8	Key Staff Qualifications	Sec. 8.8	
9	Subcontractors	Sec. 8.9	
10	Schedule	Sec. 8.10	
11	References and Peer Review	Sec. 8.11	
12	Financial Responsibility	Sec. 8.12	
13	Professional Insurance	Sec. 8.13	
14	Budget (Appendix B)	Sec. 8.14	
15	Acceptance of Contract Terms and Conditions	Attachment I	
16	Request for Proposal Acknowledgement Form	Attachment II	
17	Non-Collusive Affidavit Form	Attachment III	
18	Statement of No Involvement	Attachment IV	
19	Certification Regarding Debarment, Suspension and Other Responsibility Matters Primary Covered Transaction	Attachment V	
20	Certification & Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes	Attachment VI	
21	Non-Discrimination Statement	Attachment VII	
22	Certification Regarding Lobbying	Attachment VIII	
23	Drug-Free Workplace Certification	Attachment VIII	
24	Financial And Compliance Audit Requirements	Attachment X	
25	Conflict of Interest Statement	Attachment XI	

APPENDIX B: FIXED MONTHLY RATE (FMR) BUDGET

Required Budget:

The proposer must complete the table for its FMR. Respondent may add positions, as necessary, to fully describe its staffing requirements required to carry out all SOW requirements but cannot exceed the one-page limit for the required and optional tables.

A. Fixed Monthly Rate (FMR) Budget Fiscal Year: _____

Staffing Requirements	Hourly Rate*	Hours/Month	Total Cost (Hourly Rate x Hours/Month)
Positions			
1. Network Administrator			
2. Project Manager			
3. Customer Support Manager			
4. Customer Support Analyst			
5. Technical Support Onsite for Desktops/Laptops/Printers/and other equipment connected to the network			
6. Technical Support for Phone System (Cloud)			
7. Add positions as necessary			
Fixed Monthly Rate or FMR (Sum of Items 1-7)			

*Respondent may build travel cost in rates for positions that require frequent travel to Coalition offices.

B. Additional Costs Not Include in Proposer’s Fixed Monthly Rate

Describe what type of services and/or expenses are not included in the **FMR** (required)
Optional – If you have additional services not included the SOW that you would like to offer and will invoice separately, complete the following table for each service.

Additional Service Description	Normal Rate or Fee	Discounted Rate or Fee

Should the Coalition wish to request quotes for these additional services included in table B during the active contract period, the Respondent shall provide quotes using the rates or fees included in this Proposal.

ATTACHMENT I: ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

If the undersigned shall be awarded this contract, the undersigned shall comply with all the terms and conditions specified in the RFP.

An **authorized official is an officer of the Company** who has the legal authority to bind the Company to the provisions of this Request for Proposal. This usually is the President, Chairperson of the Board, Executive Director, or owner of the entity. A document establishing delegated authority shall be included with the proposal if signed by someone other than the President, Chairperson, Executive Director, or owner.

Date Accepting Terms and Conditions: _____

Name of Company (Print): _____

Print Name: _____

Signature: _____

Date: _____

ATTACHMENT II: REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM

Respondent Mailing Address:	
City:	
State:	
Zip Code:	
Point of Contact:	
Title:	
Telephone Number:	
Fax Number:	
Email Address:	
Website Address:	

ACKNOWLEDGEMENT

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same material, supplies, equipment, or services and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify I am authorized to sign this Acknowledgement and that the offer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. **The execution of this form constitutes the unequivocal offer of respondent to be bound by the terms of its proposal. Failure to sign this solicitation indicated below by an authorized representative shall render the proposal non-responsive. The Early Learning Coalition may, however, in its sole discretion, accept any proposal that includes an executed document which unequivocally binds the Respondent to the terms of its offer.**

Signature of Authorized Certifying Official: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT III: NON-COLLUSIVE AFFIDAVIT FORM

I state that I, _____ of _____,
(Name and Title) (Name of Company/Bidder)

and that I am authorized to make this affidavit on behalf of my company, and its owners, directors, and officers.

I state that:

- (1) The price(s) and amount of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Respondent or potential Respondent.
- (2) Neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, have been disclosed to any other company or person who is a Respondent or potential Respondent, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any company or person to refrain from bidding on this contract, or to submit a proposal higher than this Proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- (4) This Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any company or person to submit a complementary or other noncompetitive proposal.
- (5) _____ (name of company/bidder), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract:

I hereby affirm that the facts and information contained above are true and correct. I further affirm that _____ (name of company/bidder) understands and acknowledges that the above representations are material and important and will be relied on by the Early Learning Coalition of Southwest Florida in awarding the contract(s) for which this Proposal is submitted. I understand and my company understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Early Learning Coalition of Southwest Florida, Inc. of the true facts relating to the submission of Proposals for this contract.

Signature

Date

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____

this _____ day of _____, 20__, by _____.

Signature of Notary Public-State of Florida

(NOTARY SEAL)

Name of Notary Typed, Printed, or Stamped

Personally Known OR Produced Identification

Type of Identification Produced _____

ATTACHMENT IV: STATEMENT OF NO INVOLVEMENT

I, as an authorized representative of the Bidder, attest that nothing in Florida Statutes prohibits the Bidder's entry into any Contract resulting from this Request.

Namely, and specifically, that Bidder has not been awarded a contract by the Early Learning Coalition of Southwest Florida, Inc. on a noncompetitive basis to perform a feasibility study concerning the scope of work contained in this solicitation or participated in drafting this solicitation.

Representative of	
Name of Authorized Official	
Title of Authorized Official	
Signature of Authorized Official	
Date Signed by Authorized Official	

ATTACHMENT V: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTION

This certification is required by the regulations implementing **Executive Order 12549, Debarment and Suspension, 29 CFR Part 98**. The regulations were published as Part VII of the **May 26, 1988**, Federal Register (pages 19160-19211).

- (1)** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Federal department or agency.
 - b.** Have not within a three-year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c.** Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d.** Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative: _____

Signature: _____

Date Signed: _____

Name of Company: _____

ATTACHMENT VI: CERTIFICATION & SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Application for Pre-qualification as a Contractor for Early Learning Coalition of Southwest Florida, Inc.

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____).

3. My name is _____
(please print name of individual signing)

and my relationship to the entity named above is _____.

4. 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 public entity or with an agency or political subdivision of any other state or of 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 the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(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 a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or 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.

7. I understand that a "person" as defined in Paragraph 287.133(1)(b), 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 bid 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.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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 (indicate which additional statement applies.)**

_____ There has been a 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. **Attach a copy of the final order.**

_____ The person or affiliate has not been placed on the convicted vendor list. Describe any action taken by or pending with the **State of Florida, Department of General Services.**

Signature

Date

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____ this _____ day of _____, 20__, by _____.

Signature of Notary Public-State of Florida

(NOTARY SEAL)

Name of Notary Typed, Printed, or Stamped

Personally Known OR Produced Identification

Type of Identification Produced _____

ATTACHMENT VII: NON-DISCRIMINATION STATEMENT

Public Law 105-220, Sec. 188 Nondiscrimination

(a) In General

- (1) Federal financial assistance – For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), or on the basis of race, color, or national origin under title VI of the Civil Rights Act of 1964 (42 U.S.C.2000d et seq.), programs and activities funded or other financially assisted in whole or in part under this Act are considered to be programs and activities receiving Federal financial assistance.
- (2) Prohibitions of discrimination regarding participation, benefits, and employment. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such programs or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education amendments of 1972[20 U.S.C. 1681 et seq]), national origin, age, disability, or political affiliation or belief.
- (3) Prohibition on assistance for facilities for sectarian instruction or religious worship. Participants shall not be employed under this chapter to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
- (4) Prohibition on discrimination on basis of participant status. No person may discriminate against an individual who is a participant in a program or activity that receives funds under this chapter, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.
- (5) Prohibition on discrimination against certain noncitizens. Participation in programs and activities or receiving funds under this chapter shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

The undersigned has read and agreed to the statements described above.

Name and Title of Authorized Representative: _____

Signature: _____

Date Signed: _____

Name of Company: _____

ATTACHMENT VIII: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee or member of congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name and Title of Authorized Representative: _____

Signature: _____

Date Signed: _____

Name of Company: _____

ATTACHMENT VIII: CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F and 45 CFR part 82 the Contractor, attest and certify that the Contractor will provide a drug-free workplace, by the following actions.

- A. Publishing a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Provider's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining of drug-free workplace.
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph A.
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the Agreement, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant officer on whose contract activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph d.2., with respect to any employee who is so convicted.
 - 1. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local, health, law enforcement or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs A, B, C, D, E and F.

CERTIFICATION

I declare under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

Name and Title of Authorized Representative: _____

Signature: _____

Date Signed: _____

Name of Company: _____

ATTACHMENT X: FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

This attachment is applicable if the Contractor is any State or local government entity, non-profit organization, or for-profit organization. For State or local government entities, a Single Audit performed by the Auditor General shall satisfy the requirements of this attachment. If the Contractor does not meet any of the requirements below, no audit is required by this attachment.

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A -133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2)(m), Florida Statutes.

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor, the Chief Financial Officer and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

Name and Title of Authorized Representative: _____

Signature: _____

Date Signed: _____

Name of Company: _____

ATTACHMENT XI: CONFLICT OF INTEREST STATEMENT

The Bidder shall complete the below "Conflict of Interest Statement" and submit with bid.

I hereby certify that:

I, _____, am the _____ and the duly
(Print Name) (Job Title)
authorized representative of the firm of _____
(Name of Firm)

whose address is _____
and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I do hereby disclose:

I. The name(s) of any company owner, officer, director, employee, or agent who is an employee of Early Learning Coalition of Southwest Florida, Inc. and owns, directly or indirectly, an interest of five percent (5%) or more of the bidding company.

AND/OR

II. The name of any company owner, officer, director, employee, or agent who has a spouse or child that is an employee of Early Learning Coalition of Southwest Florida, Inc.

AND/OR

III. Any other company owner, officer, director, employee, or agent, not listed above, of the firm who has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project.

The above information is true and correct to the best of my knowledge.

Signature

Date

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____

this _____ day of _____, 20__, by _____.

(NOTARY SEAL)

Signature of Notary Public-State of Florida

Name of Notary Typed, Printed, or Stamped

Personally Known OR Produced Identification

Type of Identification Produced _____



**ATTACHMENT XII: EVALUATION AND SCORING
FOR COALITION USE ONLY**

A. **Evaluation:** Each timely proposal determined to meet all minimum requirements will be evaluated by three (3) Reviewers. If a Reviewer determines he/she has a conflict of interest with a Proposer, then that Reviewer will be replaced by an alternate reviewer. The total score for each proposal will be determined by summing the individual scores submitted by each Reviewer.

In the event of a tie score, both Proposers will have an equal rank. If Respondent's have tie scores in first place, the Coalition will follow the guidelines outlined in the RFP in Section 3.7. (Tied Offers/Bids).

B. **Scoring Rubric:** All proposals will be evaluated by three reviewers using the same criteria and eligible points for each section.

Respondent Name:			
Reviewer Name:			
Evaluation Criteria	Respondent Response Criteria	Eligible Points	Reviewer Assigned Points
Fatal Errors			
Proposal Due Date	Respondent submits Proposal after the posted due date and time per the date and timestamp applied via ELC's e-mail server or electronic the electronic time and date stamp.	0	N/A
Cone of Silence	Proposer violates the cone of silence by attempting to call or personally contact any of the parties identified in Section 4.7.	0	N/A
Formatting Specifications	Proposal does not adhere to the required technical formatting specifications at the beginning of Section 7.	0	N/A
Response Documents	Proposal will be rejected if the Proposal does not contain all of the items in Appendix A.	0	N/A
Proposal Evaluation			
General Background, Qualifications, and Experience (Section 8.6)	Respondent describes general background, qualifications and experience with non-profit, government or early learning coalitions or similar coalitions.	0 - 15	
Specific Expertise, Experience and Qualifications (Section 8.7)	Identifies and describes comparable engagements, projects	0 - 20	
Qualifications of Key Staff Who Will Provide Services outlined (Section 8.8)	Describes the Respondents capacity (types of positions and experience) which qualifies them to provide services described in the Statement of Work. Identifies job titles, education, training, certificates, licenses, current professional associations and any awards/recognitions.	0 - 25	
Schedule (8.10)	Proposal describes the methodology to review all components of Coalition's current network; plan to provide technical support for all computing equipment in all offices and for employees working remotely	0 - 15	
References (Section 8.11)	Proposal requires three (3) references with all required information	0 - 10	
Budget (8.14)	Proposer's inserts and complete Tables A from Appendix B in Section VIII. Proposer answers the questions above Table C. FMR and budget for each Term is reasonable for the services required in the SOW.	0 - 15	
Total Points		0 - 100	

Reviewer Signature _____

Date _____

