



Request for Qualifications (RFQ)

For

Insurance Broker/Agent Services

Date Issued: August 6, 2019 5:00 PM

Date Due: August 30, 2019 12:00 PM

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INSURANCE BROKER/AGENT SERVICES

SECTION I. Introduction

A. Request for Qualifications

The Early Learning Coalition of Broward County, Inc. (“ELC” or “Coalition”) is requesting “Qualification Statements” from licensed Insurance Brokers and/or Agents (hereafter “Broker/Agent”) for the purpose of providing comprehensive professional insurance brokerage for Risk Management. The Broker/Agent must have a proven track record of successfully providing this type of insurance coverage as outlined in the “Scope of Services” for employers of comparable size and complexity and will work directly with the ELC staff in administration and delivery of these comprehensive services. **Written proposals using the required format provided herein must be delivered to the ELC office on or before August 20, 2019 at 12:00 PM at 1475 Cypress Creek Road Suite 301 Fort Lauderdale, FL 33309 to be considered. Late submissions will not be considered.**

B. The Early Learning Coalition of Broward County, Inc.

The Early Learning Coalition of Broward County is a 501c3 not-for-profit, formed to establish and improve early education programs for more than 25,000 children in Broward County.

Since 2000, following the ratification of Florida Statute 411.01, the Early Learning Coalition of Broward County, Inc. (formerly Broward County School Readiness Coalition, Inc.) has been dedicated to the implementation of an integrated, high-quality, seamless early care and education service delivery system for children. The Coalition is accountable for assessing the early care and educational resources available in Broward County as well as developing local plans to address identified needs.

The Coalition’s role is to develop and administer a comprehensive school readiness program that prepares children to succeed in school and in life, as described in the Local School Readiness Coalition Plan as approved by the Office of Early Learning. This is an ongoing process that 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.

The Coalition receives the majority of its funding directly from Florida's Office of Early Learning. Some funds are then awarded to community organizations and service providers to perform customer services.

The Coalition touches the lives of thousands of Broward County children and families. While funding does not cover all of the identified unmet needs, we are constantly looking for innovative, additional funding sources. The Coalition strives to use all of its resources in the most effective and efficient manner possible.

Mission Statement

Lead and support the early learning community to deliver high quality early learning

experiences to young children and their families.

Vision Statement

All children will have high quality early learning experiences leading to success in school and life.

C. Purpose of RFQ

The ELC is seeking proposals for an Insurance Broker/Agent to provide services related to selecting and managing comprehensive Risk Management. The Risk Management insurance includes brokering the following insurance coverage on behalf of ELC: general liability, human services professional liability and human services abuse and molestation; property/flood, electronic data processing; crime coverage; hired and non-owned auto, workers compensation, directors and officers liability; employment practices liability; and ERISA bond coverage. These policies currently have varied coverage start and end dates, generally starting in September or October of each year and ELC intends to align them with the ELC fiscal year going forward (July 1 to June 30).

A funding award is anticipated by September 6, 2019

D. Prohibition on Lobbying

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

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

Any applicant or lobbyist for an applicant, paid or unpaid, is prohibited from having any private communication concerning any procurement process or any response to a procurement process with any ELC staff or rating committee members after the issuance of a funding opportunity and until completion of contract award. A proposal from any organization will be disqualified if the Applicant or a lobbyist for the Applicant, paid or unpaid, violates this condition of the procurement process.

E. Conflict of Interest

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

F. Submission Instructions and Timetable

1. Proposal Submission Each Applicant shall submit **one signed original proposal, five (5) photocopies**. They must be submitted in a sealed envelope or package bearing the title "EARLY LEARNING COALITION of BROWARD RISK MANAGEMENT BROKERAGE SERVICES" along with the name and address of the Applicant submitting the proposal. Proposals should include a contact name and an e-mail address for correspondence, and **shall be submitted no later than 12:00 noon on August 20, 2019**, to Christine Klima, ELC Chief Administrative Officer, 1475 West Cypress Creek Road, Suite 301, Fort Lauderdale, FL 33309. It is the responsibility of the Applicant to ensure that the proposal arrives on time at the right location. Late proposals will not be considered.

2. Application Timetable
 - ◆ Dates Advertised/Available:
August 6, 2019 –August 20, 2019

 - ◆ Pre-Bid Applicants' Conference
August 13, 2019
Early Learning Coalition
1475 West Cypress Creek Road, Suite 301
Fort Lauderdale, FL 33309

 - ◆ Deadline for Receipt of Written Questions
August 14, 2019 by 5:00 pm

 - ◆ Answers to questions available via website (www.ELCbroward.org)
August 15, 2019 by 5:00 p.m.

 - ◆ Deadline for Receipt of Proposals (no exceptions)
August 20, 2019 by 12:00 noon
Early Learning Coalition
1475 West Cypress Creek Road, Suite 301
Fort Lauderdale, FL 33309

 - ◆ Evaluations and Interviews, if applicable
August 27, 2019

 - ◆ Contract Award Date:
September 6, 2019

 - ◆ Contract term
September 6, 2019 to June 30, 2020 with two 1-year renewal options possible.

All dates set forth above are subject to change by the Coalition with notice provided.

Pre-bid Applicants' Conference: A Pre-bid Applicants' Conference will be held at ELC, 1475 West Cypress Creek Road, Suite 301 Fort Lauderdale, FL 33309, on **August 13, 2019 time TBD** and is the only opportunity to discuss and ask questions about this solicitation. All prospective Applicants are encouraged to attend in order to have the opportunity to review this bid solicitation and ask questions.

3. Responses to Questions.

a.) Written questions may be submitted via e-mail prior to the Pre-Bid Applicant's conference in order to clarify any matters relating to this RFQ. All questions and responses will become public records and will be available via the website (www.elcbroward.org). The deadline for questions is **August 14, 2019**. Beyond that date and time, questions will not be answered.

b.) A meeting summary and answers to questions will be available via the website (www.ELCbroward.org), on **August 15, 2019**

c.) Questions should be submitted to Christine Klima, Chief Administrative Officer, Early Learning Coalition of Broward County, 1475 West Cypress Creek Road, Suite 301 Fort Lauderdale, FL 33309 cklima@elcbroward.org

d.) Unauthorized Modifications. Any unauthorized modifications of RFQ specifications, forms or terms may render the proposal invalid.

G. Cone of Silence- Limitations on Contacting ELC Personnel/Others

Effective as of the issuance of this RFQ and ending at the end of the 72-hour period following the posting of the ELC's Notice of Intended Award, excluding Saturdays, Sundays and state holidays, respondents to this RFQ or persons acting on their behalf may not contact, and/or discuss, with any member of the ELC's Board, Rating Committee, Evaluation Team or ELC Staff, any matter that pertains to this RFQ, except in writing with the person identified in **Section I.H (Public Information) of this RFQ**, or at any publicly noticed meetings of the ELC during which this RFQ will be discussed, or as otherwise provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

H. Public Information

All submitted Proposals, and information included therein or attached thereto shall become public record in accordance with Chapter 119, Florida Statutes, unless excluded under RFQ, Section II. G, (Public Records, Trade Secrets). The only contact person with respect to any or all aspects of this RFQ is Christine Klima, Chief Administrative Officer, 954-377-2190; cklima@elcbroward.org

SECTION II. RFQ Information

A. Scope of Services Requested

The Early Learning Coalition of Broward County (ELC) seeks a professional licensed insurance Broker/Agent to secure Risk Management policies for the organization. The Risk Management insurance includes brokering the following insurance coverage on behalf of ELC: general liability, human services professional liability; human services abuse and molestation; hired and non-owned auto, property/flood, electronic data processing; crime coverage; workers compensation, Directors & Officers liability; employment practices liability; and ERISA bond coverage. These policies currently have varied coverage start and end dates, generally starting in September or October of each year and ELC intends to align them with the ELC fiscal year going forward (July 1 to June 30).

Prior to the issuance of this RFQ ELC was a small pass-through business operation that largely self-administered the organization's Risk management policies, engaging brokers for minimum services only when necessary for individual policies and generally renewing with the same carriers year over year without re-evaluating coverage needs or options. However, now that the organization has quintupled in staff size and transitioned to an in-house business model and is delivering direct services, the time has come to re-evaluate ELC's risk management needs and to engage a single agency to broker coverage, for all required policies.

The objective of this RFQ is to select a single agent/broker to review all existing policies and needs and possibly solicit new or different insurance carriers or coverage. In the event ELC determines it is in the best interest to consider other carriers or coverage, Broker/Agents submitting a proposal must be able and willing to handle these solicitations and negotiations on behalf of the ELC, if selected. Additionally, the agent/broker will be expected to provide guidance and customer service to ELC throughout the duration of each policy's term and to provide support to ELC whenever necessary or appropriate.

The anticipated duration for the initial Broker/Agent services is for a period of three (3) years. The duration may be reviewed from year to year at ELC's sole discretion, and ELC may further extend the relationship on an annual basis for up to two (2) additional years. Conversely, ELC reserves the right to terminate the relationship at any time should it be determined that the Broker/Agent is not fulfilling the "Scope of Services" as expected. The Broker/Agent relationship is expected to commence immediately following the selection process, to include conducting a risk assessment and making recommendations on the way forward. The final selection of broker/agent may be subject to approval by the Early Learning Coalition of Broward Board or Board Committee.

Risk Management Agent/Broker Services:

In order to implement the above insurance coverage, the agent/broker will be expected to:

- Assign experienced staff immediately upon proposal acceptance to assess ELC's operational risks and provide a recommendation regarding the appropriate types of insurance, the levels of coverage necessary to protect from reasonable risks, the levels of deductible for each policy to provide the best balance of risk limitation and lower premium and other factors as the broker shall recommend.
- Based on the insurance coverage selected by ELC, organize, develop, present ELC insurance coverage requirements to insurance vendors and obtain price quotes from responsible insurers for that coverage. Evaluate quotes and present the package of insurance policy terms, condition, and premiums to ELC staff that best reflect the goals and objectives of the Coalition.
- Represent ELC, as directed, in any negotiations with insurers or prospective insurer and other parties regarding insurance matters.
- Act as the liaison and advocate for ELC with underwriters and claims staff.
- Review contracts for adequacy and compliance with requested coverage and provide

feedback as needed regarding management of risks.

- Issue evidence of enrollment, certificates of insurance, and insurance policies to all insured parties.
- Issue evidence of insurance as required to third parties.
- Answer coverage and program questions from ELC and/or its consultants or contractors in a timely manner.
- Be responsible for notifying ELC of invoicing of premiums for all outstanding policies to assure that no policy lapses inadvertently.
- Assess insurance company stability, solvency and service records.
- Meet with ELC staff at least annually or as requested to audit existing policies to determine adequacy of coverage and limits, appropriate deductible levels, overlap or gaps in coverage, restrictions in coverage, and notify ELC of any new developments in the industry or markets generally that affect the Coalition in any way or that impact the insurance coverage or policies sought by the ELC.
- Upon request, provide timely, verbal or written interpretation of coverage.
- The primary account representative and other account team members for the insurance broker shall be reasonably available to ELC and its staff to address questions related to this account.
- Provide such other services related to the insurance coverage as ELC may reasonably request.

B Submission Criteria

Applicants are encouraged to keep RFQ responses concise and relevant to the Scope of Work. In order to maintain comparability and enhance the review process, it is requested that responses be completed and organized in the manner specified in Section IV instructions. Include all information in your proposal. Failure to provide complete and/or adequate responses to the following will be grounds for rejecting the Broker/Agent from further consideration. It is required that one (1) original proposal, five (5) printed copies of the proposal be submitted. All submittals should include the following:

1. Describe your firm. Include the legal name and address of the main office and branch locations, number of employees, years in business, and designation of legal entity. Indicate whether your firm operates independently or, if your firm is a wholly owned subsidiary or affiliate of a parent company, identify the parent company. Include whether you are a broker-dealer or other type of financial institution. Broker must be licensed for insurance coverage relating to all Risk Management policies described above.
2. Identify the person(s) who will be assigned (and readily available) to this engagement, their specific role(s) and their office location. Include details regarding relevant professional experience and areas of expertise, including: resumes, licenses, certification, etc.

3. Provide three (3) references (preferably of similar size and demographics to ELC) that you currently provide Broker/Agent services to that are comparable to the requirements of this RFQ. Include in this submittal: organization name, address, contact name and title, phone number, period served, and scope of coverage and carriers.
4. Describe the process your company will use to prepare the bid specifications that will be sent out to prospective counterparties. Summarize the bidding process including your role after the bids are taken through to closing on the agreements.
5. Provide work samples that demonstrate your ability to meet and exceed expectations as outlined in "Scope of Services" such as examples/explanations of your firm's value added approaches and services that you feel distinguish you from other Broker/Agents. You may also include any other supplemental items that you feel should be brought to our attention and given consideration in evaluating your qualifications.
6. Disclose any known existing or prior business relationships (within the last five years) with ELC Board members or employees.
7. A fee proposal. What fee, if any, will your firm receive from the carriers?

Please note that during the "Qualification Statement" review process, further information may be requested by ELC for more in-depth evaluation.

C. Evaluation Process and Criteria

A rating committee will evaluate the proposals and make recommendations to the Coalition, in accordance with established evaluation criteria. The Rating Committee may request a presentation by any or all Applicants to clarify proposed plans and details as part of the review and evaluation process. They may also ask additional questions to clarify the proposal submitted.

The Coalition will select a successful Applicant and, if a contract agreement cannot be reached with the selected Applicant, ELC shall negotiate with their next selection(s) until an Agreement is reached and a representation letter is signed by ELC. At any time during the negotiations, ELC may modify the choice of a selected Applicant if determined to be in the best interest of ELC.

ELC further reserves the right before recommending any award to inspect the facilities, agency, and financial condition or take any other action necessary to determine the ability to perform the work in accordance with specifications, terms and conditions. The evaluation will be based on the following criteria:

	Description of Service	Points
a.	Firm Profile and qualifications of primary contact and other staff that will be directly assigned to handle the account	0-25
b.	Firm approach, methodology and an proprietary offerings or value added services that will be offered to ELC.	0-40
c.	References and Work Samples Submitted	0-25
d.	Pricing and Schedule	0-10
e.	Maximum Points	100

D. RFQ Terms:

Addenda/Modifications to the RFQ: The ELC has the absolute right to cancel, amend, modify, supplement or clarify this RFQ at any time in its sole discretion. If any revisions become necessary or appropriate, as determined in the sole discretion of the ELC, the ELC will post the same on its website. Any addendum issued by the ELC will include a receipt acknowledgment, which must be executed and submitted to the ELC along with the Proposal on the date sealed Proposals are due to the ELC. All Applicants should contact the ELC's contact person for this solicitation as set forth in Section I. H (Public Information) of this RFQ, in addition, to reviewing the website, before the RFQ deadline to ascertain whether any addenda have been issued. Failure to do so could result in a determination that the Proposal is non-responsive.

Acceptance/Rejection Of Proposals And Waiver Of Irregularities: The ELC reserves the right, at its sole discretion to reject any and all Proposals, and/or to re-advertise, to waive any minor defects, irregularities, informalities or technicalities therein, to negotiate contract terms with the Successful Applicant, to disregard minor non-conforming or non-responsive parts of a Proposal, or to accept any Proposal which, in the ELC's sole judgment will best serve its interests and the interests of the children and families of Broward County.

The ELC may supplement, amend, modify and/or expand the solicitation requirements, request a clarification or other information, accept Proposals from one or more Applicants, in whole or in part, award only a portion of this solicitation, and award this solicitation to more than one Applicant. The ELC reserves the right, before awarding the contract, to require Applicant(s) to submit evidence of qualifications or any other information ELC may deem necessary. The ELC further reserves the right to cancel this RFQ solicitation at any time without any liability and to cancel the award of any contract at any time before execution of said contract by all parties without any liability to the ELC.

The ELC reserves the right to award more than one contract for any area, combining the offering, or parts thereof, of one or more Applicants. In consideration of the ELC's evaluation of submitted Proposals, the Applicant, by submitting its Proposal, expressly waives any claim to damages, of any kind whatsoever, in the event the ELC exercises its rights provided for in this RFQ.

No Discrimination: The ELC, in accordance with Title VII of the Civil Rights Act of 1964, ensures that any contract entered into pursuant to this RFQ, minority business enterprises will be afforded full opportunity to submit a Proposal and will not be discriminated against on the grounds of race, creed, color, sexual orientation, disability, age or national origin in consideration of award with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

Award of Contract: The ELC anticipates awarding a single contract to the responsible and responsive Applicant whose Proposal is determined, in writing, to be the most advantageous to the ELC, and children, and families of Broward County; taking into consideration the price, and the other criteria set forth in this RFQ. The ELC will electronically post a Notice of Intended Award at the ELC's website following the ELC Board's selection of the Successful Applicant. If the Notice of Intended Award is delayed, in lieu of posting the Notice of Intended Award, the ELC will post a notice of the delay and a revised date for posting the Notice of Intended Award.

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

Breach of RFQ and Cancellation of Award/Termination: In the event any of the provisions of the RFQ are violated by the successful Applicant during the RFQ process or subsequent to award, but prior to execution of a representation letter between the ELC and the successful Applicant, the CEO, or their designee may give written notice to the successful Applicant stating the deficiencies if such deficiencies are capable of being corrected pursuant to the terms and conditions of the RFQ. Unless the deficiencies are corrected within ten (10) days, a recommendation will be made to the Coalition for immediate cancellation of the award of the RFQ. Upon cancellation of the award of the RFQ, ELC may pursue any and all legal remedies as provided herein and by law.

Notwithstanding the foregoing, ELC reserves the right to terminate the award of the RFQ or reject a proposal without cause at any time (including but not limited to subsequent to the execution of any contract arising from the award of the RFP with the successful Applicant) with written notice to the successful or offending Applicant, whichever is applicable, if said Applicant has violated the terms and conditions of the RFQ. If said contract should be terminated without cause, ELC will be relieved of all obligations under said contract. ELC will only be required to pay to the Applicant that amount of the contract scope of work actually performed to the date of termination.

The successful Applicant will have the option to terminate the award of the RFQ without cause, upon 15 days prior written notice to the CEO. Cancellation of the award of the RFQ by the successful Applicant may result in removal from bidders/applicants list for a period of three years

The Proposal and the Applicant shall be disqualified if:

1. The Applicant or affiliate has been placed in the discriminatory, convicted or scrutinized company vendor list pursuant to Sections 287.133, 287.134, or 287.135 of the Florida Statutes.

2. The Applicant or affiliate has not complied with an official order of any agency of the State of Florida or the United States Department of Labor to repay disallowed costs incurred during its conduct or projects or services.
3. The Applicant or affiliate has failed to perform any contractual obligations, whether past or present, with the ELC in a manner satisfactory to the ELC; or has failed to correct unsatisfactory performance, whether past or present, to the satisfaction of the ELC.
4. The Applicant or affiliate had a contract terminated by the ELC, by any other ELC, Florida state agency or by any Early Learning Coalition for cause.
5. The Applicant or affiliate or agent of the Applicant or any of its staff make contact in violation of the provisions of the Cone of Silence as set forth above.
6. The Applicant or affiliate or any of its staff have participated in the development of the RFQ documents for this Solicitation.
7. The Applicant or affiliate fails to comply with the mandatory requirements as set forth in this RFQ.

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

E. Dispute Resolution/Protest

1. Protest Process

An Applicant may dispute or protest an award of the RFQ by utilizing the following guidelines. The bid protest procedures set forth in Chapter 120, Florida Statutes do not apply to the ELC or to this RFQ. By submitting a Proposal herein, Applicant shall comply with the following ELC Protest Process for this RFQ as stated below:

- a. A Notice of Intent to Protest, before award, must be submitted, in writing, to the ELC's Chief Executive Officer, at the address listed in **Section I. F (Submission, Instructions and Timetable) of this RFQ**, no later than three (3) business days after the date sealed Proposals are due to the ELC. A Notice of Intent to Protest, after award, must be submitted within three (3) business days after the posting of the Notice of Intended Award. Failure to protest, before award, those issues which could have been raised at such time including, without limitation, protest to the form of this RFQ, any ELC policy and/or procedure set out in this RFQ, or of any term(s) or condition(s) of this RFQ, are barred from being raised as a protest, after award.
- b. The CEO shall provide an opportunity to resolve the protest by mutual agreement between the

ELC and the Applicant within seven (7) working days of receipt of the formal written Notice of Intent to Protest. If the informal protest is not informally resolved within the aforementioned seven (7) day period, the Applicant may file a written Notice of Protest with the ELC's Chief Executive Officer describing, in detail, the nature of the protest. Within three business (3) days of the submission of a timely Notice of Protest, either before award or after award, a Hearing Officer shall be appointed by the Coalition's Board Chair. Coalition's legal representation may be present to advise the Hearing Officer regarding hearing procedures and legal issues.

The ELC's Chief Executive Officer shall have authority to evaluate and rule on the protest which a final decision shall be made, in writing, within five (5) business days from the date of receipt of the formal written request, subject to approval by the board of the ELC.

- c. If it is determined that the solicitation or award is in violation of law, the solicitation or award shall be canceled or revised. If it is determined that the solicitation or award should be upheld, the Chief Executive Officer shall promptly issue a decision in writing stating the reason for the action with a copy furnished to the protester. The decision of the Chief Executive Officer shall be final and conclusive as to the ELC.

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

2. Bond

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

SECTION III - TERMS, CONDITIONS AND OTHER REQUIREMENTS

1. Tax Exemptions

ELC is exempt from federal and state taxes for tangible personal property, sales taxes, and intangible taxes. The Chief Administrative Officer will sign an exemption certificate submitted by the successful Applicant(s). Applicant(s) doing business with ELC will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the ELC, nor will any Applicant be authorized to use the ELC's Tax Exemption Number in securing such materials.

2. Legal Requirements

It shall be the responsibility of the Applicant to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Applicant(s) will in no way be a cause for relief from responsibility.

Applicants(s) doing business with ELC are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, gender, sexual orientation, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

3. Public Records, Trade Secret and Confidential Materials

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

Any prospective Applicant acknowledges, however, that the protection afforded by Section 815.04, Florida Statutes, is incomplete, and it is hereby agreed by the Applicant and the ELC that no right or remedy for damages arises from any disclosure. Applicant agrees that no right or remedy shall be had against the ELC that arises from any disclosure made by ELC herein, in good faith, pursuant to Chapter 119, Florida Statutes. Further, Applicant agrees that it shall indemnify, defend and hold the ELC harmless from and against any losses, expenses, liabilities, costs, (including court costs and reasonable attorney's fees and costs), claims or actions by a third party that relates to Applicant's claimed exemptions herein.

If the proposal includes material which is deemed a trade secret (as defined by Section 812.081, FS) or other confidential material exempt from the provisions of Chapter 119, FS, which the applicant

does not wish to become public record, the following statement should be included in the proposal:

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

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

The ELC further states that any products or services utilized or created by the Successful Applicant to deliver the services or perform the work as set forth in the RFQ will be subject to the terms, conditions & requirements of Section R, Exhibit I. of the Grant Agreement.

SECTION IV – PROPOSAL FORMAT FOR INSURANCE BROKER/AGENT SERVICES

SUBMISSION CHECKLIST

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- g. Certification Affidavit
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1. Table of Contents

Table of Contents: section the material by tabs and by page number.

2. Letter of Certification

This section is a letter of certification on Company letterhead signed by the Applicant. The letter should state that the firm can provide the service ELC requires, that specific attachments have been included, that the required additional documentation will be forwarded within 24 hours if selected, and

that it is understood that all information included in the response shall become public record. See the example of the Letter of Certification Exhibit A of this RFQ.

3. Firm Profile

Outline the structure of agency, address, length of time in business, applicable licensure requirements, number of employees, etc. Include copies of Florida Insurance Agent/Broker license.

4. Approach and Methodology

1. Discuss how you will accomplish the Scope of Services outlined in Section II. At a minimum, include an explanation of the responsibilities as outlined below:

- a. Provide resumes and descriptions of the staff assigned to this account.
- b. Discuss the approach used to:
 - Solicit and negotiate the best comprehensive policies and coverage for ELC
 - Adjust renewal schedules to align with ELC's fiscal year
 - Provide customer service and support for claims and other questions raised by ELC;
 - Troubleshoot issues as they arise, etc.
- c. Describe any value-added services that will be available through the services provided.
- d. Describe trainings to be provided related to insurance (and any applicable fees) so that ELC staff may stay abreast of changing legislation and requirements.
- e. Discuss overall communication methods used in presenting various options/plans to ELC staff.

5. Relevant Experience and References

List three (2) relevant references and their contact information.

6. Cost and Estimated Time Schedule

Outline any commissions, fees or other costs to vendors associated with the services and provide any applicable costs to ELC.

7. Certification Affidavit

The Certification Affidavit attests that the organization has made all necessary disclosures and will provide copies of all relevant documents within 3 days of being selected. This form needs to be signed with the proposal.

8. W-9 IRS Form

Complete a standard W-9 IRS form to certify the firm's taxpayer identification number (See RFQ Attachment C.)

EXHIBIT A

Example of Letter of Certification

Christine Klima,
Chief Administrative Officer
Early Learning Coalition of Broward County
1475 West Cypress Creek Road, Suite 301
Fort Lauderdale, FL 33309

Dear Ms. Klima:

We have read the Early Learning Coalition's Request for Qualifications for Insurance Broker/Agent Services and fully understand its intent. We certify that we have adequate personnel, equipment, technology, and facilities to fulfill the requirements. We understand that our ability to meet the criteria and provide the required services may be judged by a Rating Committee with final approval from the Coalition.

We have attached the proposal for Insurance Broker/Agent Services.

I, the undersigned Applicant have not divulged, discussed, or compared this proposal with any other Applicants and have not colluded with any other Applicant in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

It is understood that all information included in, attached to, or required by this RFQ shall become public record upon their delivery to ELC as defined in the Public Records Act, Chapter 119, F.S.

Submitted by:

(FIRM)

(AUTHORIZED SIGNATURE)

(DATE)

(TITLE)

(E-MAIL)

(TELEPHONE)

EXHIBIT B

CERTIFICATION AFFIDAVIT

DIRECTIONS: BY ATTESTING TO THIS FORM, THE PROVIDER AGREES TO COMPLY WITH ALL SECTIONS (ONE THROUGH FIVE) ON SWORN AFFIDAVIT. THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. PROPOSAL ACCURACY

I do hereby certify that all facts, figures, and representations made in the proposal are true and correct. The filing of this proposal has been authorized by the contracting entity and I have been duly authorized to act as the representative of the organization in connection with this proposal. I also agree to follow all Terms Conditions & Other Requirements as set forth in Section II of this RFQ and the Grant Agreement as well as any applicable federal and state statutes.

2. PROHIBITION ON LOBBYING

Applicants are hereby advised, and agree to comply with the ELC's adopted prohibition on lobbying:

Pursuant to Section 216.347, Florida Statutes, no funds awarded under this RFQ can be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency. The provisions of the aforementioned statute are supplemental to the provisions of Section 11.062, Florida Statutes, and any other law prohibiting the use of state funds for lobbying purposes, which include. But is not limited to 45 Code of Federal Regulation ("CFR") §93 (New Restrictions on Lobbying). In accordance with 2 CFR §200.415, (Required Certifications), the Applicant hereby certifies that any federal funds or awards that received from the Coalition as a result of this RFQ will not be used for lobbying. If the Applicant has or will pay any funds *other than federal appropriated funds* to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employees of Congress, or employee of a member of Congress in connection with or relation to this Agreement, the Applicant shall complete and submit [Standard Form – LLL, Disclosure Form to Report Lobbying](#), according to its instructions.

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

No monies granted by the ELC shall be used by an Applicant to hire a lobbyist or to supplant any

funds which would allow for the funding of a lobbyist. Any Applicant or lobbyist, paid or unpaid, for an Applicant is prohibited from having any private communication concerning any procurement process or any response to a procurement process with any ELC staff member, Board member or the CEO after the issuance of the RFQ and until completion of contract award. A proposal from any organization will be disqualified when the Applicant of a lobbyist, paid or unpaid, for the Applicant violates this condition of the procurement process.

3. CONFLICT OF INTEREST

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

All Applicants must disclose the name of any officer, director or agency who is a family member, or an employee or Board member of the ELC. All Applicants must disclose the name of any ELC employee or Board members as who has a contractual or business relationship, whether directly or indirectly, whole or in part, in the Applicants' business or any of its affiliates. Such disclosure must be submitted as a cover letter included with the Proposal, addressed to the ELC Chair & CEO, no later than the proposal deadline.

4. AGENCY CERTIFICATION

I, the undersigned Applicant, hereby attest that the Applicant has the required training, experience, certification, and licensure to perform the Scope of Work as set forth in Section I. C of this RFQ.

In addition, the undersigned Applicant, hereby attest that the following policies, procedures, regulations, and documentation are in effect and agree to provide copies of the following within three (3) working days of notification of intent to contract or contract award:

- a. Certified Minority Business Enterprise (if applicable)
- b. Small Disadvantaged Business Enterprise Policy (if applicable)
- c. Americans with Disabilities Act Policy
- d. Drug Free Workplace Policy

5. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

Pursuant to the Drug-Free Workplace Act of 1988, (41 USC 701 et. set) and its implementing regulations codified at 2 CFR Part 182 (Common Rule), the Applicant hereby attests and certifies that the Applicant will provide a drug-free workplace and shall comply with the applicable federal requirements for requirements for maintaining a drug-free workplace which include but not limited to require posting of notices, awareness programs, notification by employee to employer regarding any convictions for drug-related offenses and Applicant taking appropriate personnel actions. The Applicant acknowledges that a workplace could be a child care center, a family child care home, a training facility or the Coalition offices.

6. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES

The Applicant hereby attests to and certifies the following:

a) Convicted Vendor List

The Applicant, as well as any of its subcontractors, vendors or subrecipients receiving funds, whether directly or indirectly, from this RFQ is operating in compliance with Sections 287.133(3)(a) and (b), Florida Statutes and the Applicant and any subcontractors, vendors or subrecipients are not disclosed on the [Florida Department of Management Services website](#). The Applicant understands and agrees that it must inform COALITION immediately upon any change of circumstances regarding this status and will complete the required certification disclosures as directed by the COALITION. Parties excluded from receiving federal contracts or financial and nonfinancial assistance and benefits may not receive federal or state funds. The Applicant further certifies that it is not on the Federal Excluded Parties List or the United States Department of Agriculture Food Program National Disqualified List. The Applicant shall maintain verification documentation as required state or federal law, whichever is applicable.

b) Discriminatory Vendor List

The Applicant as well as its employees, agents, parent or affiliate(s), is operating in compliance with Section 287.134(2)(a), Florida Statutes in that the Applicant has not been placed on the convicted vendor list or discriminatory vendor list which can be found on the [Florida Department of Management Services website](#). The Applicant agrees and acknowledges that the Applicant must inform the COALITION immediately upon any change of circumstances regarding this status and will complete the required certification disclosures as directed by the COALITION.

c) Scrutinized Company List

The Applicant and any actively-contracted company is operating in compliance with Sections 287.135(3) and (5) in that the Applicant is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. [215.473](#), Florida Statutes, or that it does not have business operations in Cuba or Syria and is not is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or participating in a boycott of Israel. The Applicant further acknowledges and agrees that the COALITION may immediately terminate this RFQ and any subsequent contract for cause if the Applicant is found to have submitted a false certification or if the Applicant is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of any contract arising out of the RFQ. Further, the Applicant acknowledges and agrees that a false certification or representation hereunder is a material breach of this RFQ and the RFQ shall be unilaterally terminated by the Coalition if the Applicant and any actively-contracted company for the Applicant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

The Applicant further attests to the following:

- a. I understand that a “public entity crime as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- b. I understand that “convicted” or “conviction” as defined in Paragraph 287.1 33(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- c. I understand that an “affiliate” as defined in Paragraph 287.1C3(a)(a), Florida Statutes means:
 - o A predecessor or successor of a person convicted of a public entity crime; or
 - o An entity under the control of any natural person who is active in the management of the entity and who has been convicted of public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of affiliate.
 - o The ownership by one person of shares constituting a controlling interest in another person or pooling of equipment of income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- d. I understand that a “person” as defined in Paragraph 287.1330) (e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- e. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).
 - o Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

- o The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- o There has been proceeding concerning the conviction before a hearing officer of the state of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted Applicant list. (Please attach a copy of the final order).
- o The person or affiliate was placed on the convicted Applicant list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted Applicant list. (Please attach a copy of the final order).
- o The person or affiliate has not been placed on the convicted Applicant list.

7. EQUAL OPPORTUNITY & NONDISCRIMINATION

The Applicant attests and certifies that it is in compliance with E.O. No. 11246, Equal Employment Opportunity (30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 comp. p. 339), September 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of October 13, 1967, amended, and as the Department of Labor regulations (41 CFR part 60) Office of Federal Compliance Programs, Equal Opportunity, Department of Labor supplements. See 45 CFR 75, Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*. See also 29 CFR Part 37, 45 CFR Part 80, 45 CFR Part 84, 45 CFR Part 86 and 45 CFR 91.

The Applicant further attest and certifies that the Applicant shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of race, creed, color, disability, national origin, sexual orientation, marital status, age, religion, or gender. The Applicant further attest and certifies that the Applicant shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management. The Applicant agrees to insert a similar provision in all subcontracts that shall meet the requirements of those applicable federal and state statutes as it pertains to discrimination and harassment in the workplace.

