



**Request for Quotations (RFQ)
For Cell Phone and Data Services
PR22-0181**

**Issued: January 20, 2022
Date Due: February 4, 2022**

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RFQ for Cellular Phone and Data Services

SECTION I. Introduction

A. Request for Quotations

The Early Learning Coalition of Broward County seeking quotations from a qualified vendor with an active State of Florida term service contract to provide cellular phone services, devices and a data plan for up to five (5) fiscal years. The source of funding for the requested services is as follows:

Federal:	68%
State:	25%
Local:	7%
Total	100%

Written quotations must be submitted electronically to the email listed in the submission instructions below on or before February 4, 2022 at 12 Noon 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 (ELC) is a not-for-profit 501(c) (3) organization established in 2000, pursuant to the School Readiness Act of 1999 and Florida Statutes Section 411.01. The ELC is designated by the State of Florida's Office of Early Learning as administrator of all publicly-funded early child care and education programs in Broward County. For over twenty years, ELC Broward has been responsible for quality early care and education services for our children. We are accountable for helping families find local child care and developing plans to address Broward County's early learning needs.

Our Mission is to lead and support the early learning community to deliver high quality early learning experiences to young children and their families. Our Vision is that all children have high quality early learning experiences leading to success in school and life. We strive to accomplish this by providing resources, advocacy, leadership, coordination and oversight for our child care and early education industry. We promote quality in all child care programs by incentivizing performance standards through coaching, training, and business development.

The ELC administers the School Readiness (SR) program in order to prepare young children to successfully transition to school and also help close the achievement gap for low income families. The SR program provides subsidized child care for children from eligible economically disadvantaged families, primarily focusing on children from birth to school age (zero to five) as well as after school care for school age children and those involved in foster care or the child welfare system. The SR program also provides a wide variety of training and quality support services to over 750 child care providers operating in the County. In addition to SR, the ELC administers access to Florida's Voluntary Pre-Kindergarten (VPK) education programs in Broward County, which are

free for ALL children residing in Florida at age 4 regardless of income.

The ELC also provides Child Care Resource and Referral services (CCR&R) to all Broward families, regardless of income, to help them identify and select the best child care and early education options to fit their needs such as special education services, specific hours of operation, or location near a parent's work or school. This wide range of agency activities services over 30,000 children each year while allowing their families to remain employed and/or in school and channels more than \$160 million into the economy of Broward County annually. The ELC's programs provide an invaluable benefit not just to the children and families served but also to child care employees, early educators, small and medium sized businesses, and the communities and municipalities they live in.

C. Overview

The Early Learning Coalition of Broward County seeking quotations from a qualified vendor with an active State of Florida term service contract to provide cellular telecommunication services, devices and a data plan for up to five (5) fiscal years. Quotations should include services and devices for up to ELC 130 staff to replace 100 existing cell phones and 55 hotspots in addition to the cost of superseding the existing vendor's plan agreements with ELC.

D. Technical Capabilities and Requirements

1. Service and Product Features and Requirements

- Unlimited Data, Text and Talk
- Free phone and hotspot devices
- Reliable 5G Service, broadly accessible nationwide, but especially in the State of Florida.
- 5G Capable Devices (Apple Products Preferred)
- Remote and Network Management Software (Such as IBM Maas 360)
- User-friendly online interfaces for administrative staff and IT administrators for billing, technical support, real time access to order status, replacements and other transactions.
- Responsive, effective and reliable customer service and maintenance support
- A clear, detailed service transition plan and a single point of contact for service oversight
- Pricing list should include brand name, type of equipment, etc.

2. Minimum Vendor Requirements:

- Qualified, able and available to provide the services requested.
- Vendor has an existing Florida State Term Contract with Florida's Department of Management Services and be registered with the state of Florida as a properly qualified vendor for the services being requested by the ELC. A "Florida State Term Contract" shall mean an written agreement between the Vendor and the State of Florida's Department of Management Services to provide services and/or products to Florida's state agencies as part of the state's Master Agreement.
- Cost proposal is equal to or better than pricing available under the existing Florida State Term Contract

- Licensed to do business in the State of Florida and listed on Sunbiz
- Eligible to receive Federal and State funding as required by law, regulation, ELC funder contracts, program guidance and ELC policy
- Signed Certification Affidavit attesting to compliance with Federal vendor eligibility requirements
- Completed IRS form W-9
- Certificates of Insurance naming ELC as additionally insured for Commercial Liability and Cyber Risk coverage.
- Certified Minority Owned or Veteran Owned Businesses (Preferred)

3. Cost Proposal/Pricing List:

- Must be equal to or more favorable than existing Florida State term contract pricing
- Must include all potential costs and fees including, but not limited to:
 - ✓ Monthly Phone and hotspot line Fees
 - ✓ Unlimited Data, Text, and Talk Fees
 - ✓ 5G Phone and Hotspot Devices at no cost (Apple Products)
 - ✓ Cost for protective cases and available accessories
 - ✓ Device Replacement, upgrade or loss insurance as applicable (Per Device)
 - ✓ Costs to add or discontinue one or more lines
 - ✓ Remote and Network Management Software Cost
 - ✓ Costs for additional features available
 - ✓ Contract Cancellation or Change Fees
 - ✓ Annual price escalations, if any
 - ✓ Any Other Costs

E. Quotation Format

- a. Completed and signed Cost Proposal Checklist and Affidavit Form (Exhibit A). Include Florida State Term Vendor Contract Number
- b. List or description of vendor services and features, comprehensive pricing list/cost proposal, vendor brochures, weblinks or other documentation that demonstrate technical capabilities of vendor products with included features or services. (Product demonstration or Vendor interviews may be requested at ELC discretion)
- c. Proposal, brochures, weblinks or other documentation that demonstrate vendor qualifications, customer service support and other capabilities to provide the requested services.
- d. Service area and coverage map or description
- e. Signed form W-9
- f. Documentation or written evidence that the Applicant in good standing (with no restrictions) with the Florida Department of State, Division of Corporations and Florida Department of Management Services.

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

F. Submission Instructions and Timetable

1. Submission

Each entity or person who responds to this RFQ (“Vendor”) shall submit copies or links to brochures or websites with a product description and a signed Cost Proposal and Certification Affidavit (collectively referred to as a “Proposal”) included as Attachment A. of this solicitation **no later than 12:00 pm on February 4**: Quotations should be emailed to rfq@elcbroward.org and include a contact name and email for correspondence. It is the responsibility of the Applicant to ensure that the proposal arrives on time at the right location. Proposals and modifications to Proposals received after the time and date specified herein for Proposal submission will not be considered by the ELC. Submissions by facsimile or delivery will not be accepted. Late Proposals will not be considered.

2. Timeline

- Dates Advertised/Available: January 20 to February 4 2022
- Deadline for Receipt of Written Applicant Vendor Questions: January 28 by 12 Noon.
- Answers to all questions posted on www.ELCbroward.org: January 28 by 5:00 p.m.
- Deadline for Electronic Submission of Quotations (no exceptions): February 4 by 12 Noon
- Interviews and product demonstration, if applicable : TBD February 8
- Award Date: February 14, 2022

G. Evaluation Criteria

The ELC’s Rating Committee will evaluate the quotations and any brochures, product descriptions, website demos or other information available about the product to make recommendations for selection in accordance with established evaluation criteria. The Rating Committee may request a demonstration of product capabilities. The Committee will select a successful Vendor who best conforms to the RFQ and represents the best value to the ELC. The ELC will evaluate the responses, announce the award of the RFQ, and issue a purchase order to access services under the successful vendor’s existing Florida State Term contract without discussions with any vendor submitting a bid in response to this RFQ. Therefore, a Vendor’s response to this RFQ should contain the Vendor’s best terms from a price and technical standpoint in accordance with the terms and conditions of the Florid State Term Contract the Vendor has with the State of Florida. If agreement on terms of service cannot be reached with the selected Vendor, ELC shall negotiate with their next selection(s) until an agreement is reached and a purchase order is accepted by the Vendor. At any time during the negotiations, ELC may modify the choice of a selected Vendor if determined to be in the best interest of ELC.

Notwithstanding the foregoing, the ELC reserves the right to conduct discussions with Vendors if later determined by the ELC to be necessary.

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:

Technical Capabilities	25%
Vendor Qualifications	25%
Service Plan	25%
Cost Proposal	25%
Total	100%

H. Prohibition on Lobbying

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

I. Conflict of Interest

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

J. 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 III.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; RFQ@ELCbroward.org.

Section II: Terms, Conditions and other Requirements

A. Vendor Award and License Agreement

Florida State Term Vendor Agreement and Terms of ELC Purchase Order: A purchase order will be finalized after the award for any work to be performed as a result of this RFQ. The RFQ, the Proposal, and the resulting purchasing order will constitute the complete Agreement between Vendor and ELC. The expected purchase order term is five (5) subject to ELC approval. The commencement of the term or the term itself may be extended or reduced depending on the needs of the ELC. The Vendor understands and agrees that the terms and conditions of the Florida State Term Contract shall be applicable to the purchase order and if there is a conflict between the Florida State Term Contract and the Purchase Order, the Florida State Term Contract shall control.

Breach of RFQ and Cancellation of Award: In the event any of the provisions of the RFQ are violated by the successful Vendor during the RFQ process or subsequent to award, but prior to execution of a contract between the ELC and the successful Vendor, the CEO, or their designee may give written notice to the successful Vendor stating the deficiencies if such deficiencies are capable of being corrected pursuant to the terms and conditions of the 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 Vendor) with written notice to the successful or offending Vendor, whichever is applicable, if said Vendor 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 Vendor that amount of the contract scope of work actually performed to the date of termination.

The successful Vendor 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 Vendor may result in removal from bidders/vendors list for a period of three years.

B. Addenda

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 Vendors should contact the ELC's contact person for this solicitation as set forth in Section I. J (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.

C. Acceptance/Rejection of Quotations 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 Vendor, 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 Vendors, in whole or in part, award only a portion of this solicitation, and award this solicitation to more than one Vendor. The ELC reserves the right, before awarding the contract, to require Vendor(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 Vendors. In consideration of the ELC's evaluation of submitted Proposals, the Vendor, by submitting its Proposal, expressly waives any claim to damages, of any kind whatsoever, in the event the ELC exercises its rights provided for in this RFQ.

D. Tax Exemptions

ELC is exempt from federal and state taxes for tangible personal property, sales taxes, and intangible taxes. Vendor(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 Vendor be authorized to use the ELC's tax exemption number in securing such materials.

E. Legal Requirements

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

F. Disqualification

The Proposal and the Vendor shall be disqualified if:

1. The Vendor or affiliate has been placed in the discriminatory, convicted or scrutinized company vendor list pursuant to Sections 287.133, 287.134, or 287.135 of the Florida Statutes.
2. The Vendor or affiliate has not complied with an official order of any agency of the State of Florida or the United States Department of Labor to repay disallowed costs incurred during its conduct or projects or services.
3. The Vendor or affiliate has failed to perform any contractual obligations, whether past or present, with the 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 Vendor or affiliate had a contract terminated by the ELC, by any other ELC, Florida state agency or by any Children's Services Council for cause.
5. The Vendor or affiliate or any of its staff have participated in the development of the RFQ documents for this Solicitation.
6. The Vendor or affiliate fails to comply with the mandatory requirements as set forth in this RFQ.

Default: In the event that the Vendor should breach the RFQ or the resulting contract upon any award to a successful Vendor, 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.

G. 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.

H. Cost of Preparation of Quotation

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

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EXHIBIT A

COST PROPOSAL CHECKLIST and CERTIFICATION AFFIDAVIT

(Complete and Sign and Submit with Product Description, Pricing Information/Rate Schedules and Vendor Name & Contact to RFQ@elcbroward.org)

Feature/Service	Included? Y/N	Cost Per Unit for Up to 5 Years (Indicate Unit)
Unlimited Data, Text and Talk Plan		
5G Service with Coverage Map		
5G Capable Devices (Apple Products)		
Remote and Network Management Software		
On-line Interface with access to billing, technical support, real time order status info and other transactions		
Detailed Transition Plan, Prior Vendor Contract Buy out and Single Point of Contact for Agreed Upon Services		

CERTIFICATION AFFIDAVIT

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

1. FLORIDA STATE TERM VENDOR CONTRACT STATUS

Vendor certifies that the Vendor is an active Florida State Term Contract Vendor for the services and/or commodities requested in this RFQ with an active contract and that the active contract number is provided below. A "Florida State Term Contract Vendor" is a vendor who has an executed agreement with the State of Florida, is available to deliver services for state agencies and is listed on the Department of Management Services website as a contracted state vendor. Florida State Term Contract Vendor will also have an assigned vendor number from the State of Florida and will have a copy of their master agreement with the State of Florida.

2. APPLICATION ACCURACY

Vendor certifies that all facts, figures, and representations made in the proposal are true and correct. The filing of this proposal has been authorized by the contracting entity and I have been duly authorized to act as the representative of the organization in connection with this proposal. I also agree to follow all Terms, Conditions, and applicable federal and state statutes.

3. PROHIBITION ON LOBBYING

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

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

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

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

4. CONFLICT OF INTEREST

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

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

5. AGENCY CERTIFICATION

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

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

5. PUBLIC ENTITY CRIME AFFIDAVIT

- a. I understand that a "public entity crime as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- b. I understand that "convicted" or "conviction" as defined in Paragraph 287.1 33(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- c. I understand that an "affiliate" as defined in Paragraph 287.1C3(a)(a), Florida Statutes means:
 - A predecessor or successor of a person convicted of a public entity crime; or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of affiliate.
 - The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- d. I understand that a "person" as defined in Paragraph 287.1330) (e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- e. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).
- f. 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.
- g. 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.)
- h. There has been proceeding concerning the conviction before a hearing officer of the state of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).
- i. The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).
- j. The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services).

VENDOR NAME AND ADDRESS:

NOTE: AS EVIDENCED BY MY SIGNATURE BELOW, I UNDERSTAND AND WILL COMPLY WITH ALL TERMS AND CONDITIONS STATED HEREIN:

Type Authorized Official's Name _____
 Authorized Official's Title

Authorized Official's Signature _____
 Date

FEDERAL EMPLOYER IDENTIFICATION NUMBER _____

FLORIDA STATE TERM CONTRACT NUMBER _____