



**Request for Qualifications (RFQ)
For Independently Contracted
CLASS[®] Observers
PR 22-5022 – 22-5023**

**Issued: August 9, 2021
Date Due: September 10, 2021**

Table of Contents

	Page
Section I Introduction	3
A. Early Learning Coalition of Broward County, Inc.....	3
B. Request for Qualifications for Independent CLASS® Observer Vendors	3
C. Deliverables and Requirements	4
D. Submission Instructions and Timetable	5
E. Evaluation Process and Criteria.....	6
F. Prohibition on Lobbying	6
G. Conflict of Interest	6
H. Public Information	7
Section II Terms, Conditions and Other Requirements	8
A. Contract/Award and Terms.....	8
B. Addenda	8
C. Acceptance/Rejection of Proposal and Waiver of Irregularities.....	9
D. Tax Exemptions	9
E. Legal Requirements	9
F. Public Records, Trade Secrets and Confidential Materials	9
G. Disqualification	9
H. No Discrimination.....	10
I. Cost of Preparation of Submission Documents.....	10
 Exhibit A: Application Form	 Posted Separately
Exhibit B: IRS Form W-9	Posted Separately

Request for Qualifications for Independent CLASS® Observers

SECTION I. Introduction

A. 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 pays subsidies for child care services, provides services to improve the quality of child care in the community and prepares children to succeed in school and in life. 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 the State of Florida's Office of Early Learning.

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.

B. Request for Qualifications for Independent CLASS® Observer Vendors

The Early Learning Coalition of Broward County (ELC) is seeking qualified observers to assist with CLASS observations at assigned child care centers in Broward County. In order to increase quality and accountability in School Readiness (SR) funded programs, the Florida legislature passed a new law called House Bill 1091, which stipulates that SR providers are required to have a program assessment using the Classroom Assessment Scoring System, also known as CLASS®. Qualified Observers will conduct observations of schools or classrooms assigned to them by the ELC. Each observer will complete up to 95

observations on site at childcare providers. The observations are to be completed during regular business hours, between September 20, 2021 and June 30, 2022.

C. Deliverables and Minimum Vendor Requirements

1. Deliverables:

During the Contract Term, Observers will be required to:

- Maintain Teachstone CLASS® observation certification
- Attend ELC-provided mandatory virtual orientation prior to first observation in on September 17, 2021 at 2:00 PM
- Complete the assigned list of schools and classrooms between September 20, 2021 June 30, 2022 on the dates set by the ELC
- Adhere to all required ELC COVID-19 CLASS® Observer Health & Safety procedures.
- Enter all scores and notes within 48 hours of completion of all observations into an identified website such as WELS.
 - Notes must be detailed and must provide concrete examples of observations from the classroom.
 - Access to the system will be provided by the Early Learning Coalition of Broward County.
- Refrain from engaging in back and forth conversations with children or teachers
- Refrain from asking teachers to make any changes for the observation i.e. no schedule changes
- Refrain from continuing to observe during the 10-minute scoring break time between cycles
- Refrain from sharing feedback with child care facility staff after the observation
- Submit monthly payment invoice to ELC based on documented complete observations

ELC will:

- Arrange and pay for the level two background screening for each observer
- Provide orientation and direction to the childcare providers on ELC requirements.
- Provide the assigned list of schools and classrooms to each observer and schedule dates and times for observations
- Notify the childcare provider of the observation

2. Minimum Vendor Requirements:

Observers must meet the following minimum qualifications:

- Bachelor’s degree from an accredited college in early childhood education or a related field;
- At least 2 years of experience in early childhood or a related field;
- Certified as a reliable Teachstone CLASS® observer
- Have proficient computer skills to perform data entry
- Attest to no conflict of interest with classrooms in which they observe.

3. Fixed Vendor Fee per Observation

Reliable CLASS® observers will receive no more than \$350 for each observation completed. The assigned list of schools and classrooms is to be determined by the ELC, and shall not exceed 95 observations (\$33,250). Completion is defined as an observation documented in the State-approved tracking system.

D. Submission Instructions and Timetable

1. Submission

Each applicant who responds to this RFQ (“Vendor”) shall submit the following completed documents no later than **5 pm on September 10, 2021**: Applications will be reviewed and contracts will be awarded on a rolling basis upon receipt.

- a. Completed CLASS® Observer Application Form
- b. Proof (current certificate) of reliability to conduct CLASS® Observations.
- c. Completed background screen authorization form
- d. Resume and transcript from accredited college demonstrating qualifications
- e. Completed W-9 form

Applications should be emailed to rfq@elcbroward.org and include a contact name and email for correspondence. Late submissions will not be considered. Questions should be submitted in writing to rfq@elcbroward.org no later than September 3, 2021 12:00 Noon. Answers to questions will be posted on the ELC website daily.

2. Timeline

RFQ posted on ELC website, rolling approvals begin	August 9, 2021 5:00 PM
Deadline for receipt of written questions	September 3, 2021 12:00 Noon
Last day for application submission (No exceptions)	September 10, 2021 5:00 PM
Vendor selection process completed by ELC	September 13, 2021 5:00 PM

E. Evaluation Process and Criteria

The ELC’s Rating Committee will evaluate the applications on a rolling basis upon receipt to make recommendations for selection in accordance with established evaluation criteria. The Rating Committee may request additional information or documentation from the applicant. The Committee will select a successful Vendor who best conforms to the RFQ. ELC reserves the right before recommending any award to verify credentials and any other information provided during the application process to determine the applicant’s ability to perform the work in accordance with specifications, terms and conditions.

The evaluation will be based on the following criteria:

Experience	25%
Credentials	25%
Reference Check Results	25%
Level 2 Background Screen Results	25%
Total	100%

F. 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.

G. 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 application, no later than the application deadline.

H. Public Information

All submitted applications 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 with respect to any or all aspects of this RFQ is RFQ@ELCbroward.org.

Section II: Terms, Conditions and Other Requirements

A. Vendor Award and Agreement

Vendor Agreement: A vendor agreement will be completed by the Vendor and the ELC after the award for any work to be performed as a result of this RFQ. The RFQ, the Vendor Application, and the resulting vendor agreement will constitute the complete Agreement between Vendor and ELC. The expected vendor agreement term is six (6) months 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.

Breach of RFQ and Cancellation of Award: In the event any of the provisions of the RFQ are violated by a successful Vendor during the selection 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 a 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 or the CEO's designee. Cancellation of the award of the RFQ by a successful Vendor may result in removal from 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. I (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 other Coalition 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 Submission Documents

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

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