



**Request for Proposals (RFP)**  
**To Provide Mental Health Support Training**  
**for Child Care Providers & Families**  
**PR21-0215**

**Issued: May 6 2021**  
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# **Request for Proposals to Provide Mental Health Support Training for Child Care Providers & Families**

## **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 ELC of Broward County, Inc. (formerly Broward County School Readiness ELC, Inc.) has been dedicated to the implementation of an integrated, high-quality, seamless early care and education service delivery system for children. The ELC 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 ELC'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 ELC 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 Proposals to Provide Mental Health Supports Training to Child Care Providers and Parents**

The ELC is seeking multiple qualified vendors with written proposals for providing trauma informed care and/or infant mental health support trainings for child care providers and families in Broward County between May 13 and June 30, 2021. Proposals may include single session trainings or a series of trainings as appropriate to achieve the learning goals set forth in the proposal. Trainings must be interactive and engaging for the audience,

and delivered live, using an on-line format. Trainings may be conducted in English and/or Spanish.

Background:

In December 2021, the Florida Office of Early Learning (“OEL”) awarded funding to the ELC to provide socio-emotional and/or mental health supports services that benefit Broward County children, their families and their School Readiness (“SR”) or Voluntary Pre-Kindergarten (“VPK”) early education teachers with the following goals:

- Increase the skills of the early childhood workforce in supporting the mental health of young children
- Improve child outcomes in school
- Improve child socio-emotional and/or mental health in general

In January 2021, the ELC launched a plan to provide live trainings for early care and education professionals on a variety of mental health topics and issued this call for proposals from organizations or individuals with expertise in training on the topic “Trauma Informed Care” and “Infant Mental Health Support.”

Scope of Work:

Required components of the training(s) include, but are not limited to:

- Trauma-Informed Care (“TIC”) is an approach to child care that assumes that an individual is more likely than not to have a history of trauma. Trauma-Informed Care recognizes the presence of trauma symptoms and acknowledges the role trauma may play in an individual’s life- including service staff. The intention of Trauma-Informed Care is not to treat symptoms or issues related to sexual, physical or emotional abuse or any other form of trauma but rather to provide support services in a way that is accessible and appropriate to those who may have experienced trauma.
- Infant mental health refers to how well a child develops socially and emotionally from birth to three. The key to preventing and treating mental health problems of very young children and their families is to take an approach informed by infant mental health principles and practices. This approach also supports relational health by guiding the development of healthy social and emotional behaviors. Infant and early childhood mental health is based on the same principles, but expands the reach to include young children of 3-6 years of age and their caregivers.
- Multilevel mental health support approaches to preventive intervention and strategies to create connections between mental health professionals and providers who work with young children and their families to improve children’s social, emotional, and behavioral health and development.

- Guidance on effective classroom management and positive learning environments; supportive teacher practices; and, strategies for supporting children with challenging behaviors and other social, emotional, and mental health concerns.
- Strategies for teachers in creating physical and cultural environments that promote positive mental health and emotional functioning.
- Strategies to help parents and staff to understand mental health and access mental health interventions.
- Supports for educators to address prevalent child mental health concerns, including internalizing problems such as appearing withdrawn and externalizing problems such as challenging behavior
- Guidance on leveraging community resources that support mental health.

Target Population:

It is anticipated that the Mental Health Support training program will consist of up to 20 School Readiness and Voluntary Pre-Kindergarten educators per session, including family child care providers, and Spanish-only Speakers that will be recruited by ELC staff

Fixed Cost Fee for Services

Payment will be based on approved, fixed-fee for service for each session provided that meets all scope of work requirements. Applicants should consider all costs when calculating the cost per session to be proposed in the Application. Total costs of all sessions included in the proposal shall not exceed \$30,000.

Outcome Measures:

Measure	Benchmark
Training participants will demonstrate learning gains as a result of training participation	75% of all training participants will demonstrate newly acquired skills following each session, using a pre/post measurement included with the proposal
Participants will report satisfaction with the Mental Health Supports Training Session(s)	85% of participants will report being Satisfied or Highly Satisfied with each session, using a measurement instrument that will include comment boxes and will be included with the proposal

**C. Submission Instructions and Timetable**

**1. Submission**

Each applicant who responds to this RFP (“Vendor”) shall submit the following completed documents no later than **5 pm on May 13, 2021**:

- a. Completed Application Form
- b. Documentation of Vendor Qualifications, Including Organization Brochures, Individual Resumes and/or Biographies, Licenses, Certifications or other relevant credentials
- c. Signed Certification Affidavit
- d. Completed W-9 form

Applications should be emailed to [rfp@elcbroward.org](mailto:rfp@elcbroward.org) and include a contact name and email for correspondence. **Written proposals must be submitted electronically to the email listed in the submission instructions below on or before May 13, 2021 at 5 pm to be considered. Late submissions will not be considered.** Questions should be submitted in writing to [rfp@elcbroward.org](mailto:rfp@elcbroward.org) no later than May 11, 2021, 12:00 Noon. Answers to questions will be posted on the ELC website daily.

**2. Timeline**

RFP posted on ELC website	<b>May 6 2021 12:00 5 pm</b>
Deadline for receipt of written questions	<b>May 11, 2021 12:00 Noon</b>
Last day for application submission (No exceptions)	<b>May 13 2021 5:00 PM</b>
Vendor selection process completed by ELC	<b>May 14, 2021 5:00 PM</b>

**D. Evaluation Process and Criteria**

The ELC’s Rating Committee will evaluate the applications upon receipt to make recommendations for selection in accordance with established evaluation criteria. The Rating Committee may also request a presentation by any or all Vendors to clarify proposed plans and details as part of the review and evaluation process. The Rating Committee may also ask additional questions to clarify the proposal submitted and/or may request additional information or documentation from the applicant. The Committee will select a successful applicant who best conforms to the RFP. Notwithstanding the foregoing, the ELC, in its sole discretion, may task a Board Committee to serve an additional role and act as the ELC’s Rating Committee for this RFP instead of forming a separate Rating Committee. The ELC will evaluate the responses, issue an award, and enter into a subsequent contract with the successful Vendor without discussions with any vendor submitting a bid in response to this RFP. If a contract agreement cannot be reached with the selected Vendor, ELC shall negotiate with their next selection(s) until an agreement is reached and a contract is signed between the parties. 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.

The 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:

Proposal	50%
Experience & Credentials	25%
Cost	25%
<b>Total</b>	<b>100%</b>

**E. Prohibition on Lobbying**

The 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.

**F. 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.

**G. 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 RFP, **Section II. J, (Public Records, Trade Secrets)**. The only contact with respect to any or all aspects of this RFP is [RFP@ELCbroward.org](mailto:RFP@ELCbroward.org).

#### **H. Cone Of Silence - Limitations On Contacting ELC Personnel/Others.**

Effective as of the issuance of this RFP 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 RFP or persons acting on their behalf may not contact, and/or discuss, with any member of the ELC's Board, Rating Committee, Evaluation Team, if applicable, or ELC Staff, any matter that pertains to this RFP, except in writing with the person identified in **Section I. G (Public Information) of this RFP**, or at any publicly noticed meetings of the ELC during which this RFP will be discussed, or as otherwise provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

#### **I. Notice Of Contract Award**

The ELC anticipates awarding a single contract to the responsible and responsive Vendor 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 RFP. The ELC will electronically post a Notice of Intended Award at the ELC's website following the ELC Board's selection of the Successful Vendor. 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.



## 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 RFP. The RFP, 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 RFP and Cancellation of Award: In the event any of the provisions of the RFP 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 RFP. Unless the deficiencies are corrected within ten (10) days, a recommendation will be made to the ELC for immediate cancellation of the award of the RFP. Upon cancellation of the award of the RFP, 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 RFP 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 RFP. 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 RFP without cause, upon 15 days' prior written notice to the CEO or the CEO's designee. Cancellation of the award of the RFP 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 RFP 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 RFP, in addition, to reviewing the website, before the RFP 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 RFP 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 RFP.

**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 RFP. 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 ELC for cause.
5. The Vendor or affiliate or any of its staff have participated in the development of the RFP documents for this Solicitation.
6. The Vendor or affiliate fails to comply with the mandatory requirements as set forth in this RFP.
7. The Vendor or affiliate or agent of the Vendor or any of its staff make contact in violation of the provisions of the Cone of Silence as set forth in this RFP.

Default: In the event that the Vendor should breach the RFP 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 RFP, 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 Proposal.

#### **I. Default**

In the event that the Vendor should breach the RFP 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.

**J. 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 RFP is part of the public domain, consistent with Chapter, 119, Florida Statutes. The Vendor 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 Vendor. The ELC will attempt to afford protection from disclosure of any trade secret as defined in Section 812.081, Florida Statutes, where Vendor identifies it as such in its response to this RFP, to the extent permitted under Section 815.04, Florida Statutes.

Any prospective Vendor acknowledges, however, that the protection afforded by Section 815.04, Florida Statutes, is incomplete, and it is hereby agreed by the Vendor and the ELC that no right or remedy for damages arises from any disclosure. Vendor agrees that no right or remedy shall be had against the ELC that arises from any disclosure made by the ELC herein, in good faith, pursuant to Chapter 119, Florida Statutes. Further, Vendor 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 Vendor'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 Vendor 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 RFP, 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, Florida Statutes, when material is incorrectly identified or does not statutorily qualify as a trade secret or confidential information. By submitting a Proposal, the Vendor 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 Vendor to deliver the services or perform the work as set forth in the RFP will be subject to the terms, conditions & requirements of **Section R, Exhibit I.** of the Grant Agreement (as defined in **Section II.E** of this RFP).

## **K. Dispute Resolution/Protest**

### **1. Protest Process**

A Vendor may dispute or protest an award of the RFP by utilizing the following guidelines. By submitting a Proposal in response to this RFP, the Vendor waives the ability to pursue any disputes or other proceedings pursuant to Chapter 120, Florida Statutes and shall comply with the following ELC's Protest Process for this RFP as stated below:

- a. 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 timely file a Notice of Intent Protest before the award of a contract to a Successful Vendor shall forever bar the protesting Vendor from raising any issues related to, concerning or arising from the RFP (including the ELC's handling of the RFP) after award of the contract to the Successful Vendor and no further action will be taken by the ELC on the Notice of Intent to Award.
- b. The ELC shall contact the protesting Vendor and work to resolve the protest by mutual agreement between the ELC and the protesting Vendor within five (5) business days of receipt of the written Notice of Intent to Protest ("Resolution Period"). If the Notice of Intent to Protest is not informally resolved between the protesting Vendor and the ELC within the Resolution Period, the protesting Vendor may file a formal written Notice of Protest with the ELC's Chief Executive Officer describing, in detail, the following: (i) the reason(s) and nature of the protest (ii) the violation, if any, of any applicable laws and/or terms and conditions of the RFP and (iii) the proposed resolution of the protest. A Notice of Protest must be forward to the ELC within three (3) business days of the last day of the Resolution Period. The Vendor shall also forward at the time of the filing of the Notice of Protest all relevant materials, documents data or other information to the Dispute Resolution Committee that the Vendor believes supports its protest for review and consideration. Failure to forward such supporting documents or information will result in said documents or information not being considered by the Dispute Resolution Committee in evaluating the Vendor's protest. Failure to timely file a Notice of Protest within the time period stated herein shall forever bar the protesting Vendor from raising any issues related to, concerning or arising from the RFP (including the ELC's handling of the RFP) and no further action will be taken by the ELC on the Notice of Protest.
- c. Within five business (5) days of the submission of a timely Notice of Protest ("Hearing Period"), the ELC shall convene a committee meeting composed of ELC staff and/or, if available, board member(s) to hear the formal protest of the protesting Vendor ("Dispute Resolution Committee") and recommend a course of action to the ELC's CEO. If board members are not available due during the Hearing Period, the Dispute Resolution Committee may consist solely of ELC staff. The protesting Vendor or its representative will be required to attend scheduled committee meeting or its formal protest will be dismissed by the Dispute Resolution Committee and no further action will be taken on said protest. The ELC's legal

representation may be present to advise the Dispute Resolution Committee regarding hearing procedures and legal issues. The Dispute Resolution Committee reserves the right to invite and/or accept information from third parties (including, but not limited those parties that may be affected by the recommendations or decisions of the Dispute Resolution Committee or the ELC's CEO) .

The Dispute Resolution Committee will hear the arguments or statements of the Vendor, its witnesses (if applicable), as well as any other parties that have been directly noticed or requested via U.S. Mail, hand delivery or email by the committee to attend the committee meeting. The Dispute Resolution Committee will have two (2) business days from the day of the committee meeting to forward a recommendation to the CEO or their acting designee (if CEO is unavailable) regarding the Vendor's protest. The Committee, at its sole discretion, may extend the time to forward its recommendation to the CEO or their acting designee (if CEO is unavailable), however, in no event shall such time frame extend beyond (5) business days from the day of the committee meeting.

- c. The CEO or its acting designee (if CEO is unavailable) shall have three (3) business days from the receipt of the recommendation of the Dispute Resolution Committee to make a final written decision regarding the Vendor's protest. 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 protesting Vendor. The decision of the Chief Executive Officer shall be final and conclusive as to the ELC and to the protesting Vendor. The CEO, at its sole discretion, may extend the time for final determination by written notice to the protesting Vendor however, in no event shall such time frame extend beyond (5) business days from receipt of the final recommendation of the Dispute Resolution Committee.

Nothing in this policy is intended to affect the power of the ELC'S 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 RFP, without delay, is necessary to protect the substantial or financial 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 or operations of the ELC, it reserves the right to contract with a contractor of choice on an interim basis to ensure the delivery of service or continuance of operations until the protest dispute is resolved. The disputed dollar amount will be earmarked until the protest is resolved. All other funds shall be available for distribution.

ALL NOTICES, PROTESTS AND FILING OF INFORMATION OR SUPPORTING DOCUMENTS AS STATED IN THIS **SECTION III. K** MUST BE SENT TO AT THE ADDRESS AND CONTACT PERSON LISTED IN **SECTION I OF THIS RFP**,

## 2. **Bond**

- a. Any Vendor 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 Vendor 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.

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