

RFQ #1821-02

The Orange County School Readiness Coalition, Inc. DBA:
THE EARLY LEARNING COALITION OF ORANGE COUNTY

Request for Qualifications for: INDEPENDENT EMPLOYEE BENEFITS SERVICES

ISSUED ON AUGUST 28, 2018
SERVICES STARTING JULY 1, 2019

RESPONSES DUE BY: OCTOBER 11, 2018 @ 3:00 P.M., LOCAL TIME

Responses due to:

EARLY LEARNING COALITION OF ORANGE COUNTY

ATTN: Procurement RE: RFQ #1821-02

PHYSICAL ADDRESS: 7700 Southland Blvd. Suite 100 | Orlando, FL | 32809

Any alteration of the language of this RFQ or any representation of modified language as the officially released RFQ will not be permitted and will be sufficient cause for rejection of a Qualifications. In case of any dispute concerning the terms or language in this document, the Coalition printed file copy of this RFQ will prevail.

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SECTION 1: General Information

1.1 BACKGROUND

The Early Learning Coalition of Orange County (hereinafter referred to as "Coalition"), is a 501(c) (3), not-for-profit, formed to establish and improve early education programs for more than 18,000 children birth through age five in Orange County.

In 1999, the Legislature enacted the School Readiness Act (s. 411.01, Florida Statutes (FS)), which consolidated the state's early childhood education and child care programs into one integrated program of school readiness services. The Act directed that school readiness programs would be administered by school readiness coalitions (now known as the Early Learning Coalitions) at the county or multi-county level. The Coalition is coordinated by the State of Florida's Office of Early Learning, and is one of 31 Coalitions in the state.

The Coalition plans and implements the coordination of school readiness services throughout Orange County. The Coalition's goal is to improve the quality of services administered by early education and childcare providers that care for children under the age of five. The Coalition also works to raise awareness of the importance of quality early education and directs resources to income-eligible parents.

1.2 PURPOSE

The purpose of this Request for Qualifications (hereinafter referred to as "RFQ") is to identify a qualified Independent Benefits Management firm to provide technical advice and support. Firms representing only one specific insurer are not eligible to apply. The scope of services shall consist of evaluations of current benefits, securing recommendations for benefits, and annual assistance transferring from our current benefits to the new benefits. The Coalition currently secures benefits with effective dates of July 1st of each year.

Please consider this communication as a formal request for qualifications (RFQ), responses to which will be used to determine the best-qualified firm for these services and will be the basis for negotiating an exclusivity agreement. Any agreement resulting from this RFQ will be based on a one-year term, with 2 one-year options to renew based on performance.

This RFQ is requesting firm qualifications only. Actual benefit offerings are not to be included.

1.3 RENEWALS

The initial Exclusive Representative you say exclusivity agreement above shall be for a period of one-year effective January 1, 2019 through December 31, 2019 and may be renewed on an annual basis for four years. The Exclusive Representative will be awarded through written notice to the qualified and responsive Firm whose Qualifications are determined to be most advantageous to the Coalition, taking into consideration price, quality, and other criteria as indicated within this document. The Firm must demonstrate the ability to meet ALL or most of the requirements defined in this document.

Renewal of an Exclusivity Representation for commodities or services shall be in writing and shall be subject to the same terms and conditions set forth in the initial Exclusivity Representation provided in the RFQ. If the commodity or Exclusivity of Representation service is agreed as a result of the solicitation of Qualifications, or replies, the price of the commodity or Exclusivity Representation service to be renewed shall be specified in the Qualifications, or reply to this solicitation. A renewal of Exclusivity Representation may not include any compensation for costs associated with the renewal.

Renewals shall be contingent upon:

- a) satisfactory performance evaluations by the Coalition
- b) availability of funds as determined by the Coalition Board of Directors
- c) changes in programmatic or service related needs as determined by the sole discretion of the Coalition.

The Exclusivity Representation may also be affected by any changes in statute, funding or rule that may

arise during the Exclusive Representative period.

1.4 WARRANT OF ABILITY TO PERFORM

The Submitting Firm warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Submitting Firm's ability to satisfy its Exclusivity Representation obligations. The Submitting Firm warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Submitting Firm shall immediately notify the Coalition in writing if its ability to perform is compromised in any manner during the term of the Exclusive Representative.

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SECTION 2. RFQ PROCESS

2.1 POINT OF CONTACT

The sole point of contact with the Coalition for purposes of this RFQ is:

Gregory Thomas, Procurement and Grants Manager
 Early Learning Coalition of Orange County
 7700 Southland Blvd Ste 100 | Orlando, FL 32809
 Email: gthomas@elcoc.org

2.2. SUBMITTING FIRM DISQUALIFICATION

- A. **Convicted Vendor**. In accordance with § 287.133, F.S., persons and affiliates who have been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, Qualifications, or reply on an Exclusivity Representation to provide any goods or services and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, F.S., for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Any Qualifications received from a person, entity or affiliate who has been placed on the convicted vendor list shall be rejected by the Coalition as an unresponsive Qualifications and shall not be further evaluated.
- B. **Discriminatory Vendor**. In accordance with § 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Qualifications for a period of 36 months following the date of being placed on the discriminatory vendor list, whether as a Submitting Firm, a member of a Submitting Firm, or a sub contract or of a Submitting Firm. Any Qualifications received from a person, entity or affiliate who has been placed on the discriminatory vendor list shall be rejected by the Coalition as an unresponsive Qualifications and shall not be further evaluated.
- C. **Failure to Perform Prior Contract**. Failure to have performed any Contractual obligations with the Coalition in a manner satisfactory to the Coalition will be a sufficient cause for disqualification.

To be disqualified as a Submitting Firm under this provision, the Submitting Firm must have:

1. Previously failed to satisfactorily perform in a Contract with the Coalition, been notified by the Coalition of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Coalition; or,
2. Had a Contract terminated for cause by the Coalition, by any agency of the State of Florida, or by any Children's Services Council.
3. The Submitting Firm or any of its staff have participated in the development and review of the RFQ documents for this Solicitation.

2.3. LIMITATIONS ON CONTACTING COALITION PERSONNEL

Effective on the release of this solicitation, and ending at the end of the 72-hour period following the Coalition's posting the Notice of Intended Award excluding Saturdays, Sundays and State holidays, no person, entity or other organization (or any person, entity or organization acting on his/her/its behalf) that anticipates submitting Qualifications pursuant to this solicitation shall discuss with any member of the Coalition's Board of Directors or members of the RFQ Procurement Committee, or any coalition staff or any member of the executive or legislative branch regarding any matter that pertains to this solicitation. Any person, entity, or other organization that knowingly violates this "no contact provision" may be disqualified from responding to this solicitation.

Allowable Communications. The following communications are allowable during the "No contact provision" period:

- A. Written Communications are allowable at any time, but only if addressed to the designated contact person in Section 2.1 Such communication is limited to matters of process and procedure already contained in the corresponding solicitation document and should be conducted by the due date on **Section 2.4**.
- B. Oral communications before Procurement Committee meetings provided such communication is limited to matters of process or procedure already contained in the corresponding solicitation document and/or clarification related to Submitting Firm's response.

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2.4. Schedule of Events and Deadlines

All times listed reflect Eastern Standard Time (EST)-Coalition's Clock. Coalition's website: <http://elcoforangecounty.org/about/procurement/>.

ACTIVITY	DATE	TIME	ADDRESS/METHOD
Request for Qualifications Released	August 28, 2018	NA	<i>Headquarters:7700 Southland Blvd Ste 100 Orlando, FL 32809</i> State Vendor Bid System, Coalition website: www.elcoc.org
Signed "Notice of Intent to Submit a Qualifications" due no later than	September 13, 2018	3:00 pm	7700 Southland Blvd Ste 100 Orlando, FL 32809 Or emailed to: gthomas@elcoc.org
Last day to submit written inquiries to the Coalition	September 20, 2018	3:00 pm	7700 Southland Blvd Ste 100 Orlando, FL 32809, or via email: gthomas@elcoc.org
Coalition posts answers to written inquiries on the website	September 24, 2018	3:00 pm	www.elcoc.org
Sealed Qualifications must be received by the Coalition	October 11, 2018	3:00 pm	7700 Southland Blvd Ste 100 Orlando, FL 32809 OR Hand delivered
Opening of Qualifications	October 11, 2018	No later than 3:00PM	7700 Southland Blvd Ste 100 Orlando, FL 32809
Meeting of Procurement Committee (as their availability allows)	October 17, 2018	TBD	7700 Southland Blvd Ste 100 Orlando, FL 32809
Posting/Protest Period (72 hours)	Immediately after Decision	TBD	7700 Southland Blvd Ste 100 Orlando, FL 32809 www.elcoc.org
*Anticipated effective date of Exclusivity Representation	January 1, 2019	N/A	N/A

*Times and locations are subject to change at Coalition's discretion. Submitting Firms who have submitted a "Notice of Intent to Submit" will be notified electronically of any changes made to the schedule of events. Changes will be posted at ELCOC/Procurement.

2.5. NOTICE OF INTENT TO SUBMIT QUALIFICATIONS

- A. As a condition of submitting qualifications, Firms are requested to submit a *Notice of Intent to Submit Qualifications Form* (Exhibit 1) bearing the original signature of an authorized agent of the Firm no later than the date on the Schedule of Events, Section 2.4 to the point of contact

and address listed in *Section 2.1*. Please be advised that submissions of the Notice of Intent Form by facsimile will not be accepted.

- B. The *Notice of Intent to Submit Qualifications Form* is to provide the Coalition with the proper address and contact person for each Firm so that any notices of action or changes can be forwarded appropriately. Failure to submit a Notice of Intent to Submit Qualifications Form by the deadline on *Section 2.4* shall result in no further notices about this RFQ being sent to the Firm.

2.6. WRITTEN INQUIRIES

- A. There will be two (2) time periods within which Firms may submit written inquiries to the Coalition for the purpose of obtaining clarification or responses to questions concerning any matter relating to this solicitation. The time periods are set forth in the Schedule of Events (*Section 2.4*). No further questions or requests for clarification regarding this RFQ will be entertained after Noon (EST) on the last day for receipt of written inquiries set forth in the Schedule of Events for the Final Round of Written Inquiries to the Coalition.
- B. To ensure that sufficient analysis can be made before answers are supplied, all inquiries requesting clarification regarding this RFQ must be made ***in writing***, electronically or by certified mail to the contact person identified in *Section 2.1.*, by the date posted in *Section 2.4*, Schedule of Events. *Facsimiles will not be accepted.*
- C. ***INFORMATION WILL NOT BE PROVIDED BY TELEPHONE.*** Any information received through oral communication shall not be binding on the Coalition and shall not be relied upon by any respondent.
- D. *All questions submitted will be answered in writing and during the scheduled inquiry rounds. Answers will be posted on the Coalition's website at www.elcoc.org/procurement.*

2.7 ADDENDA

Any changes to the RFQ will be done by addendum. Any Qualifications that fails to incorporate all addenda will be deemed non-responsive. The Coalition has the absolute right to cancel, amend, modify, supplement or clarify this solicitation at any time at its sole discretion. If any solicitation revisions become necessary or appropriate, as determined by the Coalition, the Coalition will email a notice to those Firms who submitted a Notice of Intent to Submit Qualifications to the Coalition. Any additions to this document issued by the Coalition will be posted in the Coalition's website. Firms are responsible for checking the Coalition website and contacting the Coalition's Point of Contact for this solicitation before the RFQ deadline to ascertain whether any addenda have been issued.

2.8 ACCEPTANCE/REJECTION OF QUALIFICATIONS AND WAIVER OF MINOR IRREGULARITIES

- A. The Coalition reserves the right to reject any and all Submissions of Qualifications, and/or to re-advertise, to waive any defects, irregularities, informalities or technicalities therein, to negotiate Exclusivity Representation terms with the successful Firm, to disregard all non-conforming or non-responsive parts of a submission, or to accept any submission which, in the Coalition's sole judgment will best serve its interests, as determined in its sole and absolute discretion.
- B. A minor irregularity is defined as a variation from the RFQ terms and conditions that do not affect the cost of the submission or does not give the Firm an advantage or benefit not enjoyed by other Firms, or does not adversely impact the interest of the Coalition or the entities expressed above.
- C. The Coalition may supplement, amend, modify and/or expand the solicitation requirements, accept Submissions in whole or in part, and award only a portion of this solicitation. The Coalition reserves the right to cancel this RFQ solicitation at any time without any liability and to cancel the award of any Exclusive Representative at any time before execution of said Exclusivity Representation by all parties without any liability to the Coalition. In consideration of the

Coalition's evaluation of submissions, the Firm, by submitting its Qualifications, expressly waives any claim to damages, of any kind whatsoever, in the event the Coalition exercises its rights provided for in this section.

2.9 WITHDRAWAL OF QUALIFICATIONS

A written request for withdrawal, signed by the Firm, may be considered if received by the Coalition within 72 hours after the Qualifications opening time and date indicated in ***the Schedule of Events***. A request received in accordance with this provision may be granted by the Coalition upon proof of the impossibility to perform based upon an obvious error on the part of the Firm.

2.10 ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD

If any Exclusivity Representation are awarded as a result of this RFQ, they will be awarded to the most responsive Submission which is determined to be advantageous to the Coalition, taking into consideration price and the technical merits. Based on the evaluation, the Coalition shall electronically post a notice of intended award NOT LATER THAN September 17, 2018 at www.elcoc.org. Any person who is adversely affected by the decision shall file with the Coalition a notice of protest within 72 hours after the electronic posting and failure to file a protest within the time prescribed in Section 120.57(3), FS, 72 hours, shall constitute a waiver of proceedings under Chapter 120, F.S. The Coalition shall not provide tabulations or notices of award by telephone.

2.11 PUBLIC RECORDS/TRADE SECRETS

Article 1, Section 24 of the Florida Constitution and Chapter 119, F.S., guarantees every person access to all public records. All information contained within each Submission to the Coalition pursuant to this RFQ is part of the public domain after the Exclusivity Representation is awarded. Firms must invoke the exemptions to disclosure provided by law, in their Submissions 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. Such claimed exempt information shall be segregated from the remainder of the Submission. Firm agrees that no right or remedy for damages shall be had against the Coalition that arises from any disclosure made by Coalition herein, in good faith. Further, Firm agrees that it shall indemnify, defend and hold the Coalition harmless from and against any losses, expenses, liabilities, costs, (including court costs and reasonable attorney's fee).

2.12 NO DISCRIMINATION/IDENTICAL OR TIE RESPONSES

The Coalition, in accordance with Title VII of the Civil Rights Act of 1964, ensures that in any Exclusive Representative entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit Qualifications and will not be discriminated against on the grounds of race, color, or national origin in consideration of award.

The Coalition will follow the laws set forth in §287.057, F.S., when evaluating identical responses from multiple Firms. If two equal responses to an RFQ are received and only one response is from a certified minority business enterprise, the Exclusive Representative shall be awarded to the certified minority business enterprise pursuant to § 287.057(12), F.S.

2.13 PROTESTS AND DISPUTES

Any unsuccessful Firm who is adversely affected by the Coalition's decision concerning a procurement solicitation or Exclusivity Representation award under this RFQ may protest such decision by filing a protest in compliance with Section 120.57(3), F.S. The protest must be filed in writing within 72 hours

after the posting of the notice of decision (or intended decision) and may file a formal written protest within 10 days after the date the notice of protest is filed as required by s. 120.57(3), F.S. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any Applicant who desires to file a formal protest to this RFQ, must accompany that protest with a bond payable to the Coalition in an amount equal to one percent (1%) of the Coalition estimate of the total volume of the Exclusivity Representation amount in accordance with s. 287.042(2)(C), F.S. The bond shall be conditioned upon the payments of all costs which may be adjudged against the Firm in any administrative hearing in which the action is brought and in any subsequent appellate court proceedings. In lieu of a bond, the Coalition may accept a cashier's check or a money order in the amount of the bond. Failure to file the proper bond at the time of filing the formal protest will result in a denial of the protest.

The notice of protest must be submitted to the Coalition's CEO at 7700 Southland Blvd Suite 100 Orlando, FL 32809 in writing within 72 hours of the Notification of Intent to Award. The formal written protest must be submitted within ten (10) days after the date of the notice of protest is filed and must fully identify the facts resulting in the contested issues. The protest procedure shall be governed by s. 120.57(3), F.S.

2.14 APPEALS

- A. Unsuccessful Firms affected by the denial, determination of eligibility, or ineligibility for Exclusivity Representation award by the Coalition with respect to any federal or state funded program or activity may appeal if the action or decision of the Coalition is alleged by the Firm to be:
- 1) In violation of applicable federal or state law;
 - 2) Based upon an error of material and relevant facts; or
 - 3) Invalid because of an alleged denial of procedural due process.
- B. Unsuccessful Firms affected by the denial, determination of eligibility, or ineligibility for Exclusivity Representation award by the Coalition with respect to any federal or state funded program or activity may not appeal if:
- 1) The Firm agrees that the procurement process was fair;
 - 2) The Firm's score was acceptable for funding but budget limitations, due to program allocations or the availability of funds, prevented the Submission from being funded;
 - 3) No error of material and relevant fact occurred, but the Firm does not agree that the proposed services failed to satisfy the technical requirements of the competitive solicitation process; and/or
 - 4) The Firm was awarded funding, but the Firm does not agree with the amount awarded.

2.15 COMPLIANCE WITH LAWS/RULES/REGULATIONS

- A. The Successful Firm shall for itself, and it shall cause each of its employees, agents, representatives, contractors and subcontractors to continuously comply with any and all federal, state, and local laws, rules, regulations, codes, ordinances, statutes and orders of any public authority bearing on the performance of the awarded Agreement by Firm. The Successful Firm shall ensure throughout the duration of the Agreement 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 Agreement. All such licensing and certification shall be at the sole cost of each contractor and subcontractor. Upon request, Firm shall furnish to the Coalition copies of any licenses, permits or certifications

required to comply with any law, rule, regulation, code, ordinance, statute and order referenced herein.

- B. The successful Firm must also comply with all applicable Office of Early Learning, Florida Department of Education and Coalition regulations, action transmittals, program instructions, review guides and similar documentation, including but not limited to all applicable regulations cited in the Coalition's Core Contract, and all aforementioned organizational websites.

2.16 EMPLOYMENT OF UNAUTHORIZED ALIENS

The Coalition shall consider the employment or retention by any Firm of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for rejection of the Submission or unilateral cancellation of the Exclusive Representative without any liability to the Coalition.

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SECTION 3. Minimum Requirements

3.1 GENERAL STATEMENT OF SERVICES

The Respondent will provide **Independent Benefits Management Services**. The selected firm shall provide technical advice and support of a comprehensive benefits management services. Firms representing only one specific insurer are not eligible to apply. The Coalition currently employs 50 full time employees, which is a composition of executive, managerial, program, and administrative staff.

The scope of services shall consist of evaluations of current benefits, securing recommendations for benefits, and annual assistance transferring from our current benefits to the new benefits. The Coalition currently secures benefits with effective dates of July 1st of each year.

Please consider this communication as a formal request for qualifications (RFQ), responses to which will be used to determine the best-qualified firm for these services and will be the basis for negotiating an exclusivity agreement.

This RFQ is requesting firm qualifications only. Actual benefit offerings are not to be included.

3.2 SCOPE OF SERVICES

Each respondent, in a maximum amount of thirty (30) pages total, must provide a Submission of Qualifications that includes, at a minimum, details regarding the following:

1. Name, address, phone number, e-mail addresses of the firm;
2. References from last two years, preferably non-profit clients;
3. Qualifications;
4. Listing of services
5. Explanation of fees;
6. Information on Firm's Staff, including experience;
7. Any other relevant information to facilitate decision making.

A. References

1. Provide a list of clients of similar size and purpose as our organization.
2. Provide a listing of clients we may contact, no fewer than five (5). Clients listed should be of similar size and nature as our organization and be serviced by the same partner, manager -or senior personnel to be assigned to our company. Please include specific contact name and telephone number.

B. Other Information

1. Include any additional information not already requested that you consider essential to your response. If there is no additional information to include, state "There is no additional information we wish to present."

The current Benefit program at the Coalition includes:

- Medical with Prescription Drug plan
- Dental
- Life/Accidental Death & Dismemberment (AD&D)
- Short-Term Disability
- Long-Term Disability
- Employee Assistance Program (EAP)
- Vision Plan
- Section 125 (flexible spending accounts)

- COBRA
- Legal Compliance with ACA
- Background Screening and Drug Testing (Pre-hire process, if available)

The Coalition also desires to receive assistance with selection of Medicaid supplemental and prescription coverage for eligible employees.

Assistance with selection of supplemental coverages paid 100% by the employee is also desired **but not required** under this RFQ.

The Coalition's Workers Compensation and 401(k) plan **are not** part of this RFQ.

The comprehensive Coalition benefits management philosophies and goals are:

- Implement benefits best practices and trends that support the Coalition's business goals and objectives;
- Emphasize and promote employee health and wellness;
- Implement an appropriate balance and competitiveness among pay, benefits, retirement, and other employee related expenses such as workers' compensation; and
- Ensure that systems are flexible to meet the changing needs of the organization, legal requirements (Affordable Care Act), and that the programs are sustainable.

3.3. SUB EXCLUSIVE REPRESENTATIVES

- A. The Core Services under the resulting Exclusive Representation to this RFQ may not be subcontracted to any third party companies.

3.4. CHANGES IN LOCATION

The Exclusive Representative shall notify the Coalition's CEO, in writing, at least thirty (30) days prior to any anticipated change in the location of its offices or service facilities.

3.5. EQUIPMENT

The Submitting Firm shall maintain sufficient equipment as needed or required and agreed upon with the Coalition to deliver the agreed upon services.

3.6. REPORTS

- A. Where the resulting Exclusive Representative requires the delivery of reports to the Coalition, mere receipt by the Coalition shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The Coalition reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting Exclusive Representative. The Coalition, at its option, may allow additional time within which the Submitting Firm may remedy the objections noted by the Coalition or the Coalition may declare the Exclusive Representative to be in default.
- B. The Submitter shall complete and submit reports in accordance with specifications requested by the Coalition. The Submitter shall provide additional ad hoc reports as requested by the Coalition.

3.7. RECORDS AND DOCUMENTATION

- A. During the term of the resulting Exclusive Representation, the Submitting Firm shall maintain written records as deemed necessary or as required by federal, state and local laws, rules and regulations and policies and requirements of OEL and the Coalition. After termination of the

Exclusive Representation, the Submitting Firm shall be required to keep all records for the period required by law.

- B. The Submitting Firm further agrees to hold harmless, defend, and indemnify the Coalition from and against any claim or damage, including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Firm of confidential records at its sole expense.
- C. The Submitting Firm shall maintain all records required to be maintained pursuant to the resulting Exclusive Representation in such manner as to be accessible by the Coalition upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

3.8 SUBMITTING FIRMS OTHER OBLIGATIONS

- A. The Submitting Firm is solely responsible for the satisfactory performance of the tasks described in this section. By execution of the resulting Exclusive Representation, the Submitting Firm recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.
- B. The Submitting Firm and the Coalition, in the performance of the Exclusive Representation, shall be acting as separate parties and not as agents, employees, partners, joint ventures or associates of one another. Any employee or agent of one party shall not be construed to be the employee or agent of the other party for any purpose.

3.9 COALITION DETERMINATIONS

The Coalition reserves the right to make any and all determinations relative to all aspects of the service. The absence of the Coalition setting forth a specific reservation of rights does not subject other areas of the Exclusive Representation resulting from this RFQ to mutual agreement.

SECTION 4. INSTRUCTIONS TO VENDORS

4.1 QUALIFICATIONS CONTENT

A. A completed Qualifications consists of the following:

- 1) Title Page containing the following:
 - a) Early Learning Coalition of Orange County
 - b) Title of RFQ For Benefits Management Firm RFQ
 - c) RFQ #1821-02
 - d) Submitting Firm's Name address and all persons and entities having an interest in the Qualifications. Title Page must be signed in blue ink by an authorized representative of Submitting Firm.
 - e) Response to Scope of Services (see section 3.2)

4.2 FORMAT

To be considered for evaluation, the Submission must conform to the content and format requirements described herein. All responses must be in both electronic format as well as hard copy format as follows: both electronic version (program and budget) and the hard copies must be submitted in a sealed 3-ring binder, double spaced, in no smaller than 11-point font type and on 8.5"x11" white paper; and submitted in tabbed sections, the first being the Title Page. Pages must be numbered consecutively within each section. Each question or statement must be reprinted in its entirety and followed by the response. All supporting documentation shall be bound separately and clearly referenced.

The original response must contain original signatures in blue ink on the required forms. The original signature must be of the designated agent officially authorized to act as the Exclusive Representative agent for the organization or collaborative partnership.

4.3 SUBMISSION

To be considered, the following **must be received by the** Early Learning Coalition of Orange County, **Attention: Procurement | 7700 Southland Blvd Ste 100, Orlando, FL 32809 on or before 3:00 p.m. (EST)** on the date noted in the Schedule of Events. The outside cover of the original shall be clearly marked as "ORIGINAL."

ONE (1) ORIGINAL SEALED QUALIFICATIONS (with separate file/binder for the budget) and the documents requested on Section 4.5.A);

SIX (6) SEALED COPIES OF the Qualifications;

ONE (1) ELECTRONIC COPY (USB's or CD's) of the Qualifications;

The Coalition cautions Firms to assure actual delivery of their Qualifications either hand delivered or mailed via U.S. mail or overnight courier, directly to the address and contact above, no later than the deadline set for submission of the Qualifications. Qualifications and modifications to Qualifications received after the time and date specified herein for Qualifications submission will not be considered. Submissions by e-mail or facsimile will not be accepted.

QUALIFICATIONS RECEIVED AFTER THE SUBMISSION DEADLINE SHALL NOT BE CONSIDERED. NO CHANGES, MODIFICATIONS, OR ADDITIONS TO THE QUALIFICATIONS SUBMITTED WILL BE ACCEPTED BY THE COALITION AFTER THE SUBMISSION DEADLINE HAS PASSED.

Exhibit 1

NOTICE OF INTENT TO SUBMIT QUALIFICATIONS Form

INDEPENDENT EMPLOYEE BENEFITS SERVICES RFQ

Date: _____

Request for Qualifications #**RFQ 1821-02**

Solicitation #

Name of Submitting Firm

Submitting Firm Contact Person

Title

Submitting Firm Address (includes street address, suite numbers and zip code)

Phone _____

Fax _____

E-mail:

Name of Submitting Firm's Director

Signature of Authorized Official

Print Name/Title

“Authorized Official” means an officer of Submitting Firm’s organization who has legal authority to bind the Submitting Firm to the provisions of the RFQ. This is usually the President, Chair of the Board, Executive Director or owner of the entity.