

**Early Learning Coalition of the Big Bend Region, Inc. (ELC)
401(k) Third Party Administrator Request for Proposals, #RFP2023.2024-0002**

I. Organization Information

The Early Learning Coalition of the Big Bend Region, Inc. (ELC) operates as a not-for-profit corporation and incorporated as the Leon School Readiness Coalition in 2001 as required by the School Readiness Act of 1999 (F.S. 411.01). In response to legislative requirements, ELC has gone through several transitions, mergers as well as name changes, and expanded its service area in 2005 to encompass the seven counties it serves today.

Headquartered in Tallahassee, Florida, ELC currently has 48 employees and proudly serves Gadsden, Jefferson, Leon, Liberty, Madison, Taylor, and Wakulla Counties. A contracted partner with the Florida Department of Education’s (DOE) Division of Early Learning (DEL), ELC is responsible for the administration of the School Readiness (SR), Voluntary Prekindergarten (VPK) and Child Care Resource and Referral (CCR&R) programs within its service area.

II. Statement of Need

The objective of this 401(k) Third Party Administrator (TPA) Request For Proposals (RFP) #RFP2023.2024-0002 solicitation is to procure a Contract for a responsive Vendor who will provide 401(k) TPA services necessary to file federally required reports, coordinate technical assistance with participant distributions and loans, and render consulting service when needed to maintain ELC’s 401(k) plan, or other projects, such as those which may impact reporting systems.401(k)

Responsive Proposals will demonstrate Respondent has a minimum of ten years’ experience preparing federally required 401(k) plan administrative reports, providing technical assistance with participant distributions and loans, and completing consulting services with non-profits or organizations similar to ELC and has the staffing capacity to provide these services in a high-quality manner with excellent customer service at a reasonable cost to the organization.

III. Contract Term

The initial Term of the Contract resulting from this solicitation will be for a five-year period. The length of the renewal period will be determined during Contract negotiations following F.S. 287.057 which allows one renewal for a period equal to the original Contract term or subsequent renewals not to exceed a combined period of three years, whichever is greater.

Any renewal is subject to the same terms and conditions set forth in the initial Contract and any written Amendments signed by the parties. Any renewal is contingent upon the satisfactory performance of the Vendor and subject to the availability of funds.

ELC anticipates the first Term will begin by May 31, 2024, or on the date the Contract is signed by the last party required to sign (“execution date”), and end May 30, 2029, or five years from the date executed.

ELC may exercise the option to extend the final Term for a period of no more than six months, if necessary, to complete any current federally required 401(k) report in progress.401(k)

IV. Definitions

In this RFP, capitalized terms used herein shall have the meanings ascribed thereto in Chapter 287, Florida Statutes, and Section 411.01, Florida Statutes, and, in addition, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

Agreement: A legally binding Contract (“Agreement”) between ELC and a Contractor for the provision of commodities (goods and/or services) that includes Terms and Conditions, Scope of Work (SOW), Appendices, Exhibits, Attachment(s), and any Amendments.

Amendment: A document by which substantial changes are made to the terms of an executed Contract. Any Amendments will be incorporated as part of the original Contract.

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Attachment: A document or material object added to the Contract’s Proposal.

Board: ELC’s governing body.

Board Member: A member of ELC’s governing body.

Contract: See Agreement. Contract and Agreement have the same definition and may be used interchangeably throughout the RFP.

Contractor(s): The Vendor(s) selected to provide the goods and/or services outlined in the SOW under the Terms and Conditions of the awarded Contract.

Evaluation Team: The Evaluation Team (Eval Team) reviews and scores all Proposals and presentations.

Executive Committee: Committee consisting of ELC officers and committee chairs from ELC’s Board.

Invoice: A standardized form used by Contractor to request payment from ELC which itemizes the completed deliverables and billing rates outlined in the Contract for a specified billing period.

Proposal: A written Proposal prepared in response to this RFP using ELC’s Proposal template which includes all required document uploads.

Respondent: A Vendor who submits a Proposal in response to this RFP.

Scope of Work (SOW): The Scope of Work (SOW) outlines the specific deliverables, timelines, and responsibilities the Contractor must perform in accordance with the executed Agreement.

Term: The initial Term of the Contract resulting from this solicitation will begin on the date the last required party signs ELC’s Professional Service Agreement (Agreement) and end five years from that date. Upon written Agreement, the Contract may be renewed, in whole or in part in accordance with subsection 287.057(13). F.S. Any renewal is subject to the same terms and conditions set forth in the initial Contract and any written Amendments signed by the parties. Any renewal is contingent upon the satisfactory performance of the Vendor and subject to the availability of funds.

Vendor: A Respondent who is registered in MyFlorida Market Place (MFMP) or who will register in MFMP prior to contracting with ELC.

V. RFP Schedule

Procurement Schedule	Due Date	Time (EST)
1. Release RFP	04/16/24	8:00 AM
2. Deadline to e-mail Letter of Intent (LOI) to apply	04/22/24	5:00 PM
3. Deadline to e-mail Technical Questions	04/22/24	5:00 PM
4. Anticipated date to post FAQ’s on ELC’s website	04/23/24	5:00 PM
5. Proposal due date (E-mail PDFs to ELC)	04/30/24	9:00 AM
6. Public opening of Proposals (Zoom Meeting)	04/30/24	9:01 AM
7. Formal evaluation period	04/30/24 to 05/07/24	
8. Respondent Presentations to Eval Panel	05/03/24	T/B/A
9. Anticipated date to post Notice of Intent to Award (NOIA)	05/07/24	8:00 AM
10. Anticipated End of 72 Hour (Three Business Day) period to protest NOIA.	05/10/24	8:00 AM

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Procurement Schedule	Due Date	Time (EST)
11. Anticipated End of 10 Calendar Day Period for Formal Written Protest with 1% Bond	05/20/24	8:00 AM
12. Anticipated Contract Start Date	05/31/24	

ELC must receive any formal written protest post-marked or hand-delivered before the end of the ten (10) calendar day period (see above RFP Schedule). Any individual or firm submitting a formal written protest must also submit a bond equal to 1% of the Contract value per Florida Statutes 287.042(2) (c) and 120.57(3)(b).

Failure to file a formal written protest within the time prescribed in section 120.57(3)(c), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Each Proposal determined to meet all requirements will be evaluated by three (3) Eval Team members. If one Eval Team member determines they have a conflict of interest with a Respondent, that Proposal will be reviewed by an alternate reviewer. If two members determine they have conflicts with a Respondent, that Proposal will be disqualified. The score for each Proposal will be determined by summing their individual scores.

In the event of a tie score, both firms will have an equal rank. If Respondents have tie scores in first place, ELC may give preference to Certified Minority Business Enterprises (CMBE). If no CMBEs tie in first place, ELC may negotiate with both firms to determine which firm agrees to the most beneficial terms, conditions, and offers the best price.

Prior to engaging in any Agreement with the successful Respondent (“Contractor”), ELC will conduct reference checks and verify Contractor is not on any state or federal discriminatory, excluded, convicted felon, or debarred lists that would deem its firm ineligible.

ELC reserves the right to select more than one firm from the RFP and engage with them for any part of the work outlined in the SOW.

VI. General Instructions to Respondents

Electronic Submission

All Respondents must use the electronic templates provided by ELC to submit their LOI’s and Proposals before the noted deadline date/times.

A. Letter of Intent and Technical Question Forms

Complete and submit each form no later than 5:00 p.m., Monday, April 22, 2024 (see links below in each numbered sub-section).

1) Letter of Intent (LOI) Form

Use the below link to the LOI Form to communicate your company’s intent to submit a Proposal in response to this RFP. ELC uses the company name, e-mail address, and contact person information from the LOI Form to efficiently communicate any notices/updates regarding this solicitation to all interested parties.

➤ <https://form.jotform.com/240455572105148>

2) Technical Question Form

Use the following link to submit your technical questions:

➤ <https://form.jotform.com/241055731164147>

B. Required Proposal Template

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ELC must **receive** all electronic Proposals by **9:00 a.m. Eastern Standard Time (EST), Tuesday, April 30, 2024**. Use the following link to complete/submit your Proposal:

➤ <https://form.jotform.com/240806945512154>

Plan for possible heavy system traffic and submit your Proposals *at least one hour prior to the noticed deadline time* to avoid having the system reject any late or incomplete Proposals.

VII. Notice of Intent to Award (NOIA)

The Contract shall be awarded to the Respondent whose Proposal is determined to be the most advantageous to ELC, based on the highest scores awarded by a three-person Eval Team who will use standardized scoring criteria (scoring rubrics) when they review/score Proposals and presentations. All Respondents who submit a timely LOI will receive an e-mail with a link to the NOIA when ELC posts it online.

VIII. Sole Point of Contact

A. Limitations on Contacting Early Learning Coalition Personnel

Cone of Silence – Effective as of the issuance of this solicitation and ending upon completion of the 72-hour (3-Business Day) period following the date ELC releases a Notice of Intent to Award (NOIA), no person, entity, or other organization shall contact and/or discuss any matter pertaining to this RFP with any of the following:

- ELC board members
- Any ELC employees (including officers)
- Any Eval Team member

All inquiries must be directed in **writing via e-mail** to the contact noted below in **Section VIII. B**. Any person, entity, or other organization that violates this provision may be disqualified from this RFP.

B. Sole Point of Contact (“Contact”)

ELC will only respond to written communications regarding this RFP. All communications will be reviewed by the Sole Point of Contact (“Contact”):

Helen Giraitis, M.P. Aff., Procurement and Contract Manager
Early Learning Coalition of the Big Bend Region, Inc.
2639 North Monroe St., Building C-300
Tallahassee, FL 32303
Email: procurement@elcbigbend.org

ELC will not accept any phone calls regarding this RFP. To submit a formal written protest to a posted NOIA, send all communications to the Contact at the above address.

ELC must receive any formal written protest, along with a bond equal to 1% of the NOIA Contract amount, post-marked or hand-delivered on or before the end of the ten (10) calendar day period (see RFP Schedule in **Section V**).

IX. Procurement Information

A. Prohibition of Lobbying

Any Respondent or lobbyist (paid or unpaid) for a Respondent is prohibited from having any private communication concerning any procurement process or any response to the procurement process with any ELC board member or any employee (including officers) who has not been designated by ELC as the Single Point of Contact after the official issuance of the solicitation and until completion of contract award to the selected Respondent. A proposal from any Respondent will be disqualified when the Respondent (or a lobbyist, paid or unpaid, for the Respondent) violates this condition of the procurement process.

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B. Frequently Asked Questions (FAQ)

This RFP will not include a bidder's conference. ELC will accept written technical questions submitted via the 401(k) TPA FAQ Form in **Section VI A. 2)** by **5:00 p.m., Monday April 22, 2024**, and will post a FAQ document on its website by **5:00 p.m., Tuesday, April 23, 2024**.

C. Right to Reject Proposal and Waive Non-material Irregularities

ELC reserves the right to accept or reject any or all Proposals and/or to readvertise, waive any non-material irregularities and technicalities contained therein, and may, at its sole discretion, request a clarification of other information to evaluate any or all Proposals. Respondents may be required to submit evidence of qualifications or any other information as ELC may deem necessary.

In consideration of ELC's evaluation of submitted Proposals, the Respondent expressly waives any claim for damages, of any kind whatsoever, in the event ELC exercises its rights provided for in this section.

D. Conflicts of Interest

Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of ELC. Respondents shall also disclose the name of any ELC employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent's business or its affiliates. All respondents must disclose any business or family relationships with any officer, director, subcontractor, contractor, or employee of ELC.

E. No Prior Involvement

Vendors, Contractors, Subcontractors, and individuals that have assisted in preparation of the RFP or with project management oversight are precluded from bidding or preparing a reply for this solicitation.

F. Tied Offers/Bids

In the event two companies have tie scores for their Proposals and one is a minority-owned business, preference will be given to the minority-owned business. If no minority business submits an offer, preference will be given to the business that is veteran- or women-owned. However, no preference will be given if all top Respondents are women- or veteran-owned businesses and are not minorities. No preference will be given to firms that do not qualify as minority, women, or veteran-owned businesses. See **Section VIII (Diversity)** for additional information.

G. Preparation Costs Associated with Proposal/Bid

All costs incurred in the preparation of a Proposal in response to this solicitation will be the responsibility of the Respondent and will not be reimbursed by ELC.

H. Public Information

All submitted proposals and any included attachments shall become public record upon their delivery to ELC in accordance with Chapter 119, Florida Statutes. You may e-mail questions pertaining to all aspects of this RFP to the **Contact** identified in **Section VIII**.

X. Compliance with Laws

The Successful Respondent ("Contractor") shall for itself, and it shall cause each of its employees, agents, representatives, and contractors and subcontractors to continuously comply with all federal, state, and local laws, rules, regulations, codes, ordinances, statutes, and orders of any public authority bearing on the performance of the awarded Contract. Contractor shall ensure throughout the duration of the Contract that it, and all its contractors and subcontractors of any tier, shall be properly licensed and certified continuously throughout the duration of all work performed and services provided are in accordance with the resulting Contract. All such licensing and certification shall be at the sole cost of each Contractor and subcontractor. Upon request, Contractor shall furnish to ELC copies of any licenses, permits or certification required to comply with any law, rule, regulation, code, ordinance, statute, and order referenced herein. Lack of knowledge by the Contractor will in no way

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be a cause for relief from responsibility. Any Contractor selected to do business with ELC will be required to attest to compliance with the following federal and state rules and regulations:

- Equal Employment Opportunity (EO 11246 as amended by EO 11375 and supplemented by regulation 41 CFR part 60)
- Copeland "Anti-Kickback" Act (18 USC 874 and 40 USA 276c)
- Davis-Bacon Act, as amended (40 USC 276a to a-7)
- Contract Work Hours and Safety Standards Act (40 USC 327-333)
- Rights to Inventions Made Under a Contract or Agreement (37 CFR part 401)
- Clean Air Act (42 USC 7401 et seq) and Federal Water Pollution Control Act (33 USC 1251 et seq), as amended
- Byrd Anti-Lobbying Amendment (31 USC 1352)
- Debarment and Suspension (ED 12549 and E0 12689)
- Remedies Clause (45 CFR 92.36 (i)(2))
- Energy Policy and Conservation Act (Pub. L. 94-163 & 45 CFR part 92.36 (i)(13))
- Background Screening Requirements (Sections 435.03 and 435.04, F.S.)

Contractor must comply with antidiscrimination laws and may not exclude any person(s) from participating in, deny any person(s) the proceeds or benefits of, nor otherwise subject any person(s) or Subcontractors to any form of discrimination based on the grounds of race, creed, color, national origin, age, sex, or disability. Any person, who is providing commodities or contractual services, or possible subcontract, must comply with the Americans with Disabilities Act of 1990, Public Law 101-336, as amended. Any person with a qualified disability shall not be denied equal access and effective communication regarding any Reply documents or the attendance at any related meeting or Reply opening. If accommodations are needed because of a disability, please contact the OSCA General Services Office at (850) 410-5300 at least five (5) business days prior to the event.

XI. Diversity

ELC is committed to supporting diverse business industries and populations through ensuring participation by minority-, veteran-, and women-owned business enterprises in the economic life of the state ([Statutes & Constitution :View Statutes : Online Sunshine \(state.fl.us\)](#), **F.S. 287.09451**). Minority, veteran, and women-owned business enterprises are strongly encouraged to participate in this solicitation.

ELC will verify the minority-, veteran-, and women-owned status of all finalists on the State of Florida's Certified Vendor Director at [OSD \(myflorida.com\)](#). Respondents may view the State's certification requirement online at [Get Certified / Office of Supplier Diversity \(OSD\) / Agency Administration / Florida Department of Management Services - DMS \(myflorida.com\)](#).

XII. Procurement Constraints

A. Discriminatory Vendor List

An entity or affiliate, who has been placed on a discriminatory vendor list, pursuant to Section 287.134, FS, is disqualified from submitting a Proposal.

The Florida Department of Management Services (DMS) is responsible for maintaining discriminatory Vendor information on its website. An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid, proposal, or reply on a Contract to provide any goods or services to a public entity.

B. Convicted Vendor List

DMS maintains a list of any convicted vendors on its website. A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a Contract to provide any goods or services to a public entity.

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C. Suspended Vendor List

DMS maintains a list of suspended vendors on its website. A person or affiliate who has been placed on the Suspended Vendor List for contractual default may be excluded from award of a Contract unless the vendor corrects its failure within the time frame provided by the contracting entity, pays any additional cost incurred for re-procuring the services, or is legally excused by the agency from default.

D. IRS Form W-9

ELC is required by federal law to perform "Taxpayer Identification Number" (TIN) matching for all Vendors with the United States Internal Revenue Service (IRS). The selected vendor will be required to submit a completed W-9 form.

E. No Lobbying

In accordance with sections 11.062 and 216.347, F.S., no funds from the PO/Contract may be used for lobbying the state Legislature, the judicial branch, or any state Agency. Acceptance of these PO/Contract terms indicates Contractor is aware of and currently complies with the described lobbying activity restrictions. Contractor shall require all subcontracts include this certification language, which is a material representation of fact upon which the Parties placed reliance when they made or entered into this transaction.

F. Conflicts of Interest/No Prior Involvement

Vendors, Contractors, Subcontractors, and individuals that have assisted in preparation of the RFP or with project management oversight are precluded from bidding or preparing a Reply for this solicitation. The Vendor and/or Contractor shall not compensate in any manner, directly or indirectly, any officer, agent, or employee of ELC for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the vendor and/or Contractor. No officer, agent, or employee of ELC shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, ELC. The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Contract resulting from this RFP.

G. Additional Constraints

Failure to have performed any previous contractual obligations with ELC in a manner it deems satisfactory will be sufficient cause for disqualification. To be disqualified under this provision, the Respondent must have:

- 1) Previously failed to adequately perform in a prior Contract with ELC, been notified by ELC of the unsatisfactory performance, and failed to correct the inadequate performance to the satisfaction of ELC; or
- 2) Had a Contract terminated by ELC, by any State agency, or by any other organization for cause.

Appendix A: Scope of Work (SOW)

401(k) Third Party Administrator (TPA) Services, Technical Assistance, and Consulting

ELC operates a 401(K) and profit-sharing program. Employees become eligible for both programs after completing one year of service. The profit-sharing program pays 2% for all eligible employees. The 401(K) program matches eligible employee contributions up to 4%. Employees may also participate in the 401(k) program without matching contributions before they complete one year of service. ELC contracts with John Hancock to manage the individual employee accounts and investments.

ELC's plan year ends on 12/31 annually and all required annual reports must be completed by 07/01 of the following year unless ELC has requested/received a 3.5-month extension ending on October 15th (or the next business day).

The 401(k) Third Party Administrator (TPA) selected as a result of this RFP or “Contractor” will be expected to complete the following Scope of Work (SOW) during the initial Term and any renewals:

A. Required Annual Reporting and Filing Services

- 1) Form 5500, Annual Return/Report of Employee Benefit Plan (annually)
- 2) Quarterly Default Investment Alternative (QDIA) and 404(a)(5) Participant Fee Disclosures
- 3) Quarterly Benefits Statements for plan participants
- 4) Annual Employee Census Report for 401(k) Plan
- 5) Annual 401(k) Plan Summary Report
- 6) Calculate additional earnings for Qualified Non-Elective Contribution (QNEC)
- 7) Compliance Testing
- 8) Nondiscrimination Testing, if applicable

B. Annual Reports (as Necessary)

- 1) Form 5588, Application for Extension of Time to File (Form 5500)
- 2) Form 5330, Return of Excise Taxes Related to Employee Benefit Plans
- 3) Form 8955-SSA, Annual Registration Statement Identifying Separated Participants with Deferred Vested Benefits (as necessary)

C. Technical Assistance (T/A)

- 1) Research and technical assistance with payroll systems integration, participant and ELC deposits, participant withdrawals, verification of payroll system calculations and deposits, research into late deposits, reconciliations, etc.
- 2) Distributions (hardship, required minimum distributions, scheduled retirement distributions, etc.) withdrawals, and related communications.

D. Consulting

- 1) Create/Revise 401(k) plan documents, as needed
- 2) Review current participant fees for withdrawals and distributions
- 3) Review loan fees and guidelines for the number of active loans per participant per plan year

E. Respondent Response Fees and Price Quoted

Respondents must complete their annual fee and hourly rate schedules that will apply to all years included in the initial Term and any renewals. Respondents may submit different fee and hourly rates for the renewal period. All renewals will use the same fee schedule even if ELC approves the renewals in one-year increments.

ELC maintains the right to negotiate the fees and hourly rates with the selected Contractor.

The Contractor will use the fees and hourly rates quoted in **Section VII** of the Proposal, or the final negotiated fee and rate schedule included in the Agreement, for billing purposes, unless both parties complete an Amendment to the Agreement that includes new or additional services.

Appendix A: Scope of Work (SOW)

401(k) Third Party Administrator (TPA) Services, Technical Assistance, and Consulting

If material problems arise which were not reasonably anticipated during the firm's proposal response, an Amendment will be negotiated. Contractor shall perform no additional work not included in this SOW, nor will it be paid, without a written and approved Amendment to the Agreement.

F. Invoicing

Payment will be approved when ELC has determined that the work and specified deliverables included in the billing period invoiced have been satisfactorily completed.

No advance payments will be made for any work outlined in this SOW. Contractor may invoice for Annual fees after submitting the annual Form 5500.

All rates and fees invoiced must match the approved schedule for the initial Term or Contract renewal period.

G. Work Papers

- 1) Contractor shall make available, at no charge, their work papers to any State or Federal Agency upon request and in accordance with Federal and State Laws and Regulations
- 2) Upon request, Contractor will provide a copy of the Workpapers pertaining to any questioned costs determined in any audit. The Workpapers must be concise and provide the basis for the questioned costs.
- 3) All Workpapers will be retained for at least five (5) years from the end of each Contract Term or renewal period.
- 4) All Workpapers will be available for examination by authorized representatives of the cognizant federal or state audit agency, the GAO, FOEL and ELC and free of charge.

H. Confidentiality

Contractor agrees to keep the information related to all Contracts in strict confidence. Other than the reports submitted to ELC, the Contractor agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Contractor's possession, to those employees on the Contractor's staff who must have the information on a "need to know" basis. Contractor agrees to immediately notify, in writing, ELC's authorized representative in the event Contractor determines or has reason to suspect a breach of this requirement.

Appendix B: Scoring Rubric

A. Evaluation:

Each timely Proposal determined to meet all minimum requirements will be evaluated by three (3) Reviewers. If one Reviewer determines he/she has a conflict of interest with a Respondent, that Proposal will be reviewed by an alternate reviewer. If two Reviewers determine they have conflicts with a Respondent, that Proposal will be disqualified. **The score for each Proposal will be determined by summing the individual scores submitted by each reviewer.**

In the event of a tie score, both Respondents will have an equal rank. If Respondents have tie scores in first place, ELC will follow the guidelines outlined in the RFP in **Section IX. F. (Tied Offers/Bids)**.

B. Scoring Rubric

All Proposals will be evaluated by three reviewers using the same criteria and eligible points for each section.

Evaluation Criteria	Respondent Response Criteria	Eligible Points	Evaluator Assigned Points
Fatal Errors:			
Proposal Due Date	Respondent submits application <i>after</i> the posted due date <u>and</u> time per the date and timestamp applied via ELC's e-mail server. <i>The Proposal Application Template will <u>not</u> accept any applications after the due date/time.</i>	0	N/A
Cone of Silence	Respondent violates the cone of silence and attempts to call, e-mail, or otherwise contact any of the parties identified in Section VIII A.	N/A	N/A
Incomplete Proposals	The Proposal template will not allow user to submit the form if any required sections or requested documents are missing.	0	N/A
Proposal Evaluation:			
Vendor Organization, Size, and Structure (Section II)	Respondent completes form. Respondent checks off a CMBE designation. Company has registered in MFMP. Company has registered in Sunbiz.org. Company organization, size and structure supports SOW with organizations similar to ELC.	0 – 5	
Professional Associations and Awards or Recognitions (Section III)	Proposal lists at least one association, award, or recognition received in the most recent past five years. If blank enter 0 points. If "N/A" enter 1 point.	0 - 5	

Appendix B: Scoring Rubric

Evaluation Criteria	Respondent Response Criteria	Eligible Points	Evaluator Assigned Points
<p>Company Experience and Qualifications of Key Staff Who Will Provide the Services Outlined in the SOW (Appendix A)</p> <p>(Section IV)</p>	<p>Proposal demonstrates Respondent has at least ten (10) years providing 401(k) TPA Services to state/county or municipal agencies/public universities or colleges, or organizations similar to ELC</p> <p>Respondent demonstrates key staff have the required education and/or certifications necessary to provide 401(k) TPA Services.</p> <p>Proposal Identifies and describes key staff assigned to the project with job title, primary responsibilities, degrees, licenses/certifications, and years of experience conducting 401(k) TPA Services</p> <p>Principal/Project Lead and Primary 401(k) TPA clearly describe their primary responsibilities and how they will support this project.</p> <p>Respondent clearly describes and summarizes any other positions and individuals that will support this project, if applicable.</p>	0 – 25	
<p>Experience with Different Types of Organizations</p> <p>(Section V. A.)</p>	<p>Respondent lists 401(k) TPA Services they have provided for three different government, not-for-profit, early learning or similar coalitions</p> <p>Proposal includes the names of organizations in each sector that Respondent contracted with for at least three (3) consecutive years.</p>	0 – 20	
<p>References</p> <p>(Section V. B)</p>	<p>Proposal includes three (3) references on letterhead with organization name, contact information, and description of the services provided by Respondent</p>	0 – 5	
<p>Approach to 401(k) TPA Services, Technical Assistance (T/A) and Consulting</p> <p>(Section VI. A - F)</p>	<p>Proposal identifies who will lead the engagement, their approach to the engagement including process, and timelines.</p> <p>Proposal explains how Vendor will prioritize ELC’s SOW to ensure timely and high-quality work products.</p>	0 – 25	

Appendix B: Scoring Rubric

Evaluation Criteria	Respondent Response Criteria	Eligible Points	Evaluator Assigned Points
Annual 401(k) TPA Fee and Hourly Rate Schedule (Section VII)	<p>Respondent offers reasonable/competitive fixed fees for annual required reports and/or hourly rates for each position</p> <p>All fees and services support the required deliverables outlined in the SOW.</p> <p>Respondent describes and justifies any other fees not included in Fee and Hourly Rate schedule, if applicable.</p> <p>Any Respondent fee and/or hourly rate increases between Term 1 and the Term 2 (Combined Renewal period) are reasonable.</p> <p>All fees and hourly rates included in the schedule appear reasonable, allowable, allocable, and necessary.</p>	0 – 10	
Value-Added Services Section VIII	<p>Proposal describes what distinguishes Vendor from others who also provide 401(k) TPA Services, Technical Assistance and Consulting Services to organizations similar to ELC.</p> <p>Proposal identifies all value-added services offered or provided by Respondent</p>	0 - 5	
Proposal Total Points		0 – 100	
Presentation (Section IX)	<p>Respondent's Project Lead conducts the scheduled presentation.</p> <p>Respondent Adheres to the Time Limit. Presentation addresses all points included in outline provided by ELC.</p>	0 - 10	
Proposal and Panel Presentation Combined Score		0 - 110	