

Early Learning Coalition of the Big Bend Region, Inc. (ELC)

Request for Qualifications and Quotes for HR Legal Services

RFQQ #2022.2023-0003

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Date Due: ~~January 16, 2023~~

January 17, 2023

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SECTION 1

I. Introduction

A. Request for Qualifications and Quotes (RFQQ) for Legal Services

While Florida Statute 287.057 exempts legal services from competitive procurement, the Early Learning Coalition of the Big Bend Region, Inc. (ELC) is seeking proposals from law firms or sole practitioner attorneys with relevant experience and expertise to provide legal services to ensure its Human Resources Department operates in compliance with all applicable labor and employment laws. ELC is using a Request for Qualifications and Quotes (RFQQ) procurement methodology to select the best qualified contractor and secure the best price and value available to meet the organization's needs.

Sponsored by ELC and the State of Florida, Division of Early Learning (DEL).

B. Statement of Work, Minimum Vendor Requirements, Cost Proposal and Value-Added Services

1. Statement of Work (SOW)

A qualified respondent (Proposer) shall have at least 10 years working with non-profit organizations, city/county/state agencies, or public colleges/universities:

- a) Respond timely to questions of a legal nature, provide guidance to the Early Learning Coalition of the Big Bend Region, Inc. (ELC) in the interpretation and implementation of, and adherence to, all labor and employment (human resource) laws, regulations, and any other applicable policies to ensure compliance.
- b) Conduct research and analysis of specific legal questions, prepare memoranda and provide comments on documents submitted for review from a legal perspective.
- c) Review drafts, revisions and templates to ELC's Human Resource (HR) policies and procedures, as requested.
- d) Provide guidance, general legal advice, opinions, and representation in a variety of human resource legal areas including, but not limited to:
 - Employee Relations
 - Labor and Employment Law
 - Insurance/Risk Management
- e) Conduct an annual HR audit of policies, procedures, and practices, as they pertain to federal and state statute, rules, and regulations regarding recruitment and selection, orientation and placement, training and development, job analysis and design (job descriptions), job evaluation (performance management), compensation, morale and motivation, conflict resolution, employee health and safety, employee leave, discipline, and their wellbeing.

Annual HR audit shall include a report of the following federal/state statutes; all related state/local rules/regulations; and timekeeping and reporting:

- Fair Labor Standards Act
- Family Medical Leave Act
- American's With Disabilities Act
- Lily Ledbetter Fair Pay Act
- Age in Discrimination Employment Act

- Genetic Information Nondiscrimination Act
 - Immigration and Nationality Act
 - Sexual Harassment and Discrimination
 - Other areas, as requested
- f) Conduct annual supervisory training to ensure they have current information regarding federal/state statute, rules, and regulations, regarding compliance with employee policies on hiring, discipline, harassment, terminating employees, and workplace safety.
 - g) Conduct annual employee training regarding harassment and/or recommend on-line training all employees should complete.
 - h) Offer priority access to dedicated HR legal specialists who will answer questions regarding HR law and the organization's existing or proposed policies, legal concerns regarding possible employee discipline from written warnings and corrective action plans to termination, and any other HR legal question.
 - i) Provide other resources such as newsletters, bulletin boards, blog, and/or other regular communications to keep ELC abreast of important HR legal topics.
 - j) Declare any potential conflict of interest with ELC's board, staff and/or vendors.
 - k) Perform related duties as needed.

2. Minimum Contractor Requirements:

A qualified and responsive Proposal shall:

- a) Demonstrate Proposer is a current member in good standing of the State Bar of Florida as documented by their active membership status.
- b) Possess at least 10 years of legal experience representing non-profit organizations, city/county/state agencies, or public colleges/universities, in a manner that demonstrates the respondents' trustworthiness and adherence to high ethical standards.
- c) A minimum of three (3) references shall be provided *upon request*. References from current clients or past clients served **within the five (5) most recent years** must include a contact name, address, telephone and fax numbers and an e-mail address. References will be checked, and background checks may be performed.
- d) Includes completed Primary and any Secondary Attorney information for any attorney that may be assigned to work during the agreed upon contract term and/or any renewal.
- e) Possess labor and employment law experience that includes representing an early learning coalition or similar non-profit organization or government entity during administrative personnel actions, adverse actions, grievances, and employee appeals.
- f) Possess experience with Florida Statute 448, at a minimum.

3. Cost Proposal:

All Proposers must estimate the hours, hourly rate, and total cost for the legal services outlined in ELC's Scope of Work (SOW) to determine an annual cost estimate. See **Section V** of the automated proposal form provided via e-mail.

The selected Proposer (Contractor) must maintain time and effort records to support all work performed for each billing period and provide these upon request.

Proposer may opt to invoice a pro-rated share of the annual cost after completing each monthly, quarterly, biannually, or other agreed upon service period. No advance payments will be made for any services outlined in this SOW.

4. Value Added Services:

Proposal clearly 1) describes what distinguishes its firm from others that also provide Labor and Employment Law Legal Services, and 2) identifies their Value-Added services and how they will benefit ELC.

Proposers are encouraged to include any value-added services, pro-bono trainings for the Board or staff, preferred pricing or other value-added opportunities that the Coalition will receive if the vendor is selected.

C. Submission, Instructions, and Timeline:

1. Submission

Each entity or person who responds to this RFQQ ("Proposer") shall use the below proposal template and submitting it (by pressing the green "Submit" button at the bottom of the form **no later than 6 p.m., Eastern Standard Time (EST) on January 16, 2023 12 p.m., Eastern Standard Time (EST) on January 17, 2023. Late Proposals will not be considered.** All proposals will be recorded received based on the date and timestamp applied by ELC's Server.

- <https://form.jotform.com/223473815108152>

2. Timetable:

Procurement Item	Date
RFQQ release date	December 30, 2022
Proposals Due (No exceptions)	January 16, 2023, 6:00 p.m. EST January 17, 2023, 12:00 p.m., EST
Panel Presentations, if applicable	January 24, 2023 Times will be scheduled via e-mail.
Notice of Intent to Award	TBD.
Anticipated Date to Execute Contract	February 1, 2023

D. Evaluation Process and Criteria

ELC's Evaluation Team (Eval Team) will evaluate each Proposal and score it in accordance with the established evaluation criteria as set for in this RFQQ. Eval Team may request finalists who have a minimum preliminary evaluation score of 75 points, or may elect to invite all Proposers, to conduct presentations. Eval Team will provide instructions and questions in advance for all scheduled presentations. All proposals will be evaluated using the same criteria (scoring rubric) to create a rank-ordered list for a Notice of Intent to Award (NOIA).

If an agreement cannot be reached with the first-ranked Proposer, ELC shall negotiate with their next rank ordered Proposer until an agreement is reached and an Agreement for Professional Services (Contract) is ready for review and approval. After the initial term, Contract may be renewed annually for up to three successive years depending on available funds and satisfactory Contractor performance. ELC will post any changes to the NOIA or Contract Approval notice dates on its website or e-mail all Proposers who submit timely proposals.

At any time during the contract negotiations, ELC may modify the choice of a selected Applicant if that course of action is determined to be in ELC's best interest. 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:

Criteria	Yes (Accept) No (Reject)	Available Points	Assigned Points
Proposal received on/before 01/16/23, 6:00 p.m. 01/17/23, 12:00 p.m., EST		n/a	n/a
Proposer Completes Section II and Identifies Any Conflicts of Interest or Indicates "N/A" (Section II.)		n/a	n/a
Proposal demonstrates each attorney included is a current Member in Good Standing of the State Bar of Florida and Eligible to Practice Law in Florida (Section III. Business Qualifications).		n/a	n/a
Proposal indicates Company has at least 10 years of Labor and Employment Law legal experience representing non-profit organizations, city/state/municipal agencies, and/or public colleges/universities (Section III. Business Qualifications).		n/a	n/a
Business Qualifications (Section III)		25	
Approach to Legal Engagement (Section IV)		35	
Annual Quote for HR Legal Services (Section V)		15	
What Value-Added Services Will the Independent Attorney or Firm Provide? (Section VI)		15	
Panel Presentations by Proposers with Preliminary Scores of 75 Points, or all Proposers, if Evaluation Team selects this option.		10	

E. Prohibition on Lobbying

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 ELC on behalf of the organization, person, or entity who seeks to become a Contractor to ELC. No monies paid by ELC shall be used by a Contractor to hire a lobbyist or to supplant any funds which would allow for the funding of a lobbyist.

Any Proposer or lobbyist for Proposer, 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 procurement opportunity and until completion of contract or purchase order. A proposal from any organization will be disqualified if Proposer or a lobbyist for Proposer, paid or unpaid, violates this condition of the procurement process.

F. Conflict of Interest

All Proposers must disclose the names of any ELC employee or Board member who owns, directly or indirectly, any interest in Proposer's business or any of its branches or whose relationship with the Proposer with otherwise constitute a conflict of interest. Such disclosure must be submitted in Section II in the automated proposal form.

G. Public Information

All submitted Proposals, and information included therein or attached thereto shall become public record in accordance with Chapter 119, Florida Statutes, unless excluded under RFQQ, Section III.G, (Public Records, Trade Secrets). The only contact person with respect to any or all aspects of this RFQQ is Helen Giraitis, Contracts and Grants Administrator at purchasing@elcbigbend.org.

SECTION 2:

I. Terms, Conditions and other Requirements

A. Vendor Award and Agreement

Vendor Agreement:

An agreement will be negotiated after the NOIA for any work to be performed as a result of this RFQQ. The RFQQ, Proposal, and the resulting agreement will constitute the complete Agreement between the selected Contractor and ELC. The anticipated initial agreement term will begin February 1, 2023, and end on June 30, 2023, with up to three one- year renewals subject to ELC approval, available funding, and satisfactory vendor performance.

B. Addenda

ELC has the absolute right to cancel, amend, modify, supplement, or clarify this RFQQ at any time in its sole discretion. If any revisions become necessary or appropriate, as determined in the sole discretion of ELC, ELC will post updates on its website. Proposers are advised to check the website for updates before they post their final submissions.

C. Acceptance/Rejection of Quotations and Waiver of Irregularities

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 Contractor, to disregard minor non-conforming or non-responsive parts of a Proposal, or to accept any Proposal which, in ELC's sole judgment will best serve its interests and the interests of the children and families in ELC's seven-county service area.

ELC may supplement, amend, modify and/or expand the solicitation requirements, request a clarification or other information, accept Proposals from one or more Proposers, in whole or in part, award only a portion of this solicitation, and award this solicitation to more than one Proposer. ELC reserves the right, before awarding the contract, to require Proposer(s) to submit any evidence of qualifications or any other information ELC may deem necessary. ELC further reserves the right to cancel this RFQQ 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 ELC.

ELC reserves the right to award more than one contract for any area, combining the offering, or parts thereof, of one or more Contractors. In consideration of ELC's evaluation of submitted Proposals, the Proposer, by submitting its Proposal, expressly waives any claim to damages, of any kind whatsoever, in the event ELC exercises its rights provided for in this RFQQ.

D. Tax Exemptions

ELC is exempt from federal and state taxes for tangible personal property, sales taxes, and intangible taxes. Contractor(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 ELC's tax exemption number in securing such materials.

- E. Legal Requirements** It shall be the responsibility of the Contractor to be knowledgeable and comply with all applicable federal, state, county and local laws, ordinances, rules, ordinances, regulations and/or orders of any public authority or agency which includes but is not limited to ELC's most current funding agreement ("Grant Agreement") that may, in any manner, affect the items covered in this RFQQ.

Lack of knowledge by the Contractor(s) regarding any laws or the Grant Agreement will in no way be a cause for relief from responsibility. Contractor(s) 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 Contractor shall furnish to ELC copies of any licenses, permits or certifications required to comply with any law, rule, or other requirement.

F. Disqualification

The Proposal and the Proposer shall be disqualified if:

1. Proposer 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. Proposer 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. Proposer or affiliate has failed to perform any contractual obligations, whether past or present, with ELC in a manner satisfactory to ELC, or has failed to correct unsatisfactory performance, whether past or present, to the satisfaction of ELC.
4. Proposer or affiliate had a contract terminated by ELC, by any other ELC, Florida state agency or by any Children's Services Council for cause.
5. Proposer or affiliate or any of its staff have participated in the development of the RFQQ documents for this Solicitation.
6. Proposer or affiliate fails to comply with the mandatory requirements as set forth in this RFQQ.

G. No Discrimination

ELC, in accordance with Title VII of the Civil Rights Act of 1964, ensures that any contract entered into pursuant to this RFQQ, minority business enterprises will be afforded full opportunity to submit a Proposal and will not be discriminated against on the grounds of race, creed, color, sexual orientation, disability, age or national origin in consideration of award with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

H. Cost of Preparation of Quotation

ELC is not liable for any costs incurred by Proposer in responding to this RFQQ.