

**Orange County School Readiness Coalition, Inc., a Florida non-profit corporation, doing business  
as:  
Early Learning Coalition of Orange County**

**REQUEST FOR PROPOSAL # 1720-01  
SCHOOL READINESS AND VOLUNTARY PREKINDERGARTEN SERVICES**

**For the Delivery of:  
CHILD CARE RESOURCE AND REFERRAL,  
ELIGIBILITY AND ENROLLMENT, CHILD DEVELOPMENTAL SCREENINGS AND  
PROVIDER PAYMENT**

**IN ORANGE COUNTY, FLORIDA**

**TITLE OF STATE PROJECT(S):**

**SCHOOL READINESS (SR)/VOLUNTARY PRE-KINDERGARTEN SERVICES (VPK)**

**NAME OF FEDERAL OR STATE AWARDING AGENCY: FLORIDA OFFICE OF EARLY LEARNING**

**CFDA NUMBER(S): 84.397;93.558;93.575;93.596;93.713;93.667**

**CSFA NUMBER(S): 75.007 | | STATE AWARD NUMBER(S): SR 377 AND SV377**

**ISSUED ON MARCH 13, 2017.  
SERVICES STARTING JULY 1, 2017 THROUGH JUNE 30, 2018  
WITH TWO POTENTIAL RENEWALS  
RESPONSES DUE BY: APRIL 11, 2017  
NO LATER THAN 3:00 P.M., COALITION TIME**

**RESPONSES DUE TO:**

EARLY LEARNING COALITION OF ORANGE COUNTY

ATTN. **PROCUREMENT**

PHYSICAL ADDRESS: 1940 TRAYLOR BLVD. | ORLANDO, FL 32804

**MAILING: PO Box 540387 | ORLANDO, FL | 32854-0387**

**RE: RFP #1720-01**

ANY ALTERATION OF THE LANGUAGE OF THIS RFP OR ANY REPRESENTATION OF MODIFIED LANGUAGE AS THE OFFICIALLY RELEASED RFP WILL NOT BE PERMITTED AND WILL BE SUFFICIENT CAUSE FOR REJECTION OF A PROPOSAL. IN CASE OF ANY DISPUTE CONCERNING THE TERMS OR LANGUAGE IN THIS DOCUMENT, THE COALITION PRINTED FILE COPY OF THIS RFP WILL PREVAIL.

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## Section 1. GENERAL INFORMATION

### 1.1. Background - SCHOOL READINESS AND VOLUNTARY PREKINDERGARTEN SERVICES

In 1999, the Florida Legislature enacted the School Readiness Act (§ 411.0, Florida Statute) in an effort to consolidate early learning education programs and to create a more cohesive and efficient program of early education. The School Readiness Act directed that school readiness programs would be administered by school readiness coalitions (now known as the Early Learning Coalitions or “ELC’s”) at the county or multi-county level. In accordance with § 1002.75, F.S., The Florida Office of Early Learning (OEL) is charged with the responsibility for administering the operational requirements of the Program at the state level. OEL has certified the EARLY LEARNING COALITION OF ORANGE COUNTY (herein after referred to as “Coalition”) as a local early learning coalition for the purposes of implementing programs authorized by Florida Statute Chapter 411.01 and part V of Chapter 1002 in Orange County. The Coalition is a non-profit Florida corporation that has an Internal Revenue Service 501(c) (3) charitable organization designation.

The primary purpose of the Coalition is to fulfill the intent of Sections 1002.81-97, Florida Statutes, and to provide unified leadership, support, and guidance to ensure that the children of our community have the opportunity to reap the benefits of developmentally appropriate, research-based SR programs, while respecting the role of the parent as their child’s first teacher. The Coalition seeks to assist parents by providing opportunities for the birth-to-kindergarten population to enhance their chances for educational success by participating in quality School Readiness (SR) and Voluntary Prekindergarten (VPK) programs in Orange County that can better prepare them for school. As permitted by state and federal regulations, and funding limits, the Coalition supports after school programs in support of a family’s desire to attain financial independence.

The School Readiness program considers the level of physical, social, emotional, and intellectual development of a child, involves parents as their child’s first teacher, prepares children to become ready for school, and provides parents with information on child development and other topics of interest. Each school readiness program provides a developmental screening for children and referrals to specific health and educational specialists. These services work in cooperation with other programs for young children such as Early Head Start, Head Start, Healthy Families, and the Voluntary Prekindergarten (VPK) program.

The VPK program is designed to prepare four-year old children for kindergarten and build the foundation for their educational success. The program allows a parent to enroll his or her eligible child in one (1) of the following free VPK programs: (1) a school year prekindergarten program delivered by a private prekindergarten provider; (2) a summer prekindergarten program delivered by a public school or private prekindergarten provider; or (3) a school year prekindergarten program delivered by a public school, if offered by a school district. The program is voluntary for children and providers.

### 1.2. PURPOSE

The purpose of this Request for Proposal (hereinafter referred to as “RFP”) is to issue a contract for the services described in Section 3, with an estimated funding level per year of:

For School Readiness Services \$3,200,000  
For CCEP Services \$101,000  
For VPK Services \$550,000

The Proposer should note the above estimates **do not include** payment for direct services offered to children (slots).

The Coalition intends to sustain the relationships with local community partners while at the same time establishing new ones. The successful proposer(s) must be able to collaborate in these efforts and promote a coordinated and comprehensive system of Early Care and Education services to strengthen collaboration with various community partners.

It is the Proposer’s responsibility to examine the RFP, become familiar with all statutes, laws and rules affecting this RFP (including, without limitation, §1002.81-97, and 1002.51-73 and Ch. 6M, F.S.), to determine that the Coalition’s requirements are clearly stated, and to submit its Proposal in a timely, complete, and procedurally correct manner. The services described in this RFP will be procured in

accordance with § 215.971, 287.057, 287.058, and 1002.84 (12), Florida Statutes, and the existing OEL Grant Agreement with the Coalition.

Through this RFP, the Coalition will select one vendor to provide the initiatives, services, and programs described herein for **SR and VPK Services**. This contract will be funded by federal allocations received through the State of Florida and as authorized through federal and State legislation, which regulate the specified programs below. The Coalition has determined that an Invitation to Bid for this purpose is not practicable and, as such, the contractual services herein will be procured by competitive sealed proposals. Proposers must respond to the project in its entirety. Detailed scope of services can be found in Section 3. Responses to the Coalition's Request for Proposals, Solicitation Number: ELCOG RFP 1720-01 (referred to hereafter as the "RFP") will be received by the Coalition PER THE SCHEDULE OF EVENTS, at the Coalition's headquarter offices located at 1940 Traylor Blvd. Orlando, FL 32804. The Proposals received by this date and time will be publicly opened and read per the **Calendar of Events**. No Proposal or modification to Proposal will be considered after the time and date specified in this RFP for receiving Proposals. Persons or entities desiring to submit a response to the RFP shall deliver its Notice of Intent to Submit a Proposal to the Coalition per the date and time on the Calendar of Events.

All proposals shall: (1) be formatted and prepared in accordance with the requirements described in this RFP; (2) state the Proposer's plan and budget for providing all services described in this RFP; (3) specify the proposed price for the initial contract year, each possible renewal year, and a total cost for all years of the contract.

The initial contract shall be for a period of one year and may be renewed for a period not to exceed the greater of two years or the term of the original contract. The Contract will be awarded through written notice to the qualified and responsive Proposer whose proposal is determined to be most advantageous to the Coalition, taking into consideration price, quality, and other criteria as indicated within this document. The Proposer must demonstrate the ability to meet ALL the requirements defined in this document.

Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. The price of the commodity or contractual service to be renewed shall be specified in the proposal. A renewal contract 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; and c) changes in programmatic or service related needs as determined by the sole discretion of the Coalition. The Contract may also be affected by any changes in statute, funding or rule that may arise during the contract period. The Coalition Core Contract is attached as Appendix A.

Each Proposal shall be evaluated for the degree to which it satisfies each (and all) the criteria stated in this RFP. All criteria will be scored using the RFP Rating Tool and instructions described in Section 7 of this RFP.

*Throughout this document and in any tool utilized, the term "parents" refer to individuals central to a child's life including parents, grandparents, legal guardians and other primary caregivers.*

### **1.3. General Terms**

**Amendment:** A document by which substantial changes are made to the terms of an executed Contract. (Changes requiring an amendment include, but are not limited to, adjustments in costs, services, time period, and methods of payment.)

**Coalition:** The Early Learning Coalition of Orange County

**Contract:** An agreement between the Coalition and the Contractor for the procurement of services. (A formal Contract consists of the Core Contract plus all other attachments, schedules, appendices and exhibits.)

**Contractor:** The entity providing services under the Contract awarded pursuant to this RFP solicitation.

**Cost Reimbursement:** A method of payment used to reimburse the Contractor for actual expenditures incurred.

**Exhibit:** A document or material object added to a Contract and which is incorporated into the Contract and made a part thereof.

**Fiscal Year:** An accounting period of twelve months. For purposes of this RFP and resulting Contract the fiscal year is July 1<sup>st</sup> through June 30<sup>th</sup>.

**Contract Manager:** Coalition employee designated by the Coalition to be responsible for managing the Contract. The contract manager enforces performance of the Contract terms and conditions and often serves as a liaison between the Coalition and the Contractor.

**Invoice:** A standardized form used by the Contractor to request payment from the Coalition.

**Local Match:** A contribution, in cash or in kind, specified by the funding source to be used to match federal and state funds for School Readiness services, and upon which receipt of that donation is contingent.

**Method of Payment:** A payment specification includes the maximum dollar amount of the Contract, the manner in which Contract costs will be displayed on invoices, the frequency with which invoices will be submitted to the Coalition, and any special conditions pertaining to payment of Contract invoices.

**“Proposal” or “Response”:** A document submitted by the Proposer in response to this RFP.

**Proposer:** A prospective entity that responds to this RFP.

#### **1.4. Service Specific Terms**

**Administrative Services:** Services necessary to administer the Contract. Administrative costs are determined by the Coalition.

**Advance Payment for Voluntary Prekindergarten Services:** A payment to VPK service providers as directed by OEL, for VPK services prior to the submission of a student’s attendance record. All advance payments must be reconciled and adjusted based upon actual student attendance in accordance with OEL’s Uniform Attendance Policy.

**At-risk:** Children who have been determined by the Department of Children and Families to be at-risk of abuse, neglect or exploitation. (This category includes children whose case has been closed due to child care services being provided, for a maximum of six (6) months.)

**“Caregiver” or “Child Care Services Provider”:** An individual or organization that provides child care services.

**Cash Assistance Recipient:** A person who receives temporary cash assistance or family member of that person as defined in 45 CFR Part 260 and § 414.1585, F.S.

**Certificate/Voucher:** The documents necessary to authorize and verify payments to child caregivers who are legally providing child care but are not a part of the provider rate agreement system.

**Child Care Purchasing Pool (CCPP):** Purchasing Pool funds are used to provide subsidies to low income working parents who are eligible for School Readiness services with a 50% cash match from employers, local government and other contributors. These funds are awarded based on the amount of matching funds secured by the Provider. CCPP funds are administered by the Child Care Executive Partnership at the state level and managed by the Coalition at the local level.

**Child Care Resource & Referral (CCR&R):** A seamless system of services to address the child care needs of parents, the community, and child care providers. Information on available early care and education settings is provided as well as information on quality services.

**Children at Risk of Abuse, Neglect, and Exploitation:** Children referred by the Florida Department of Children and Families or its contracted community-based lead agency who are: (a) in families or under investigation by the Florida Department of Children and Families or a designated local sheriff’s office for abuse, neglect, abandonment or exploitation; (b) in families under the supervision of the Florida Department of Children and Families or its contracted community-based lead agency for abuse, neglect, abandonment or exploitation; (c) in court ordered long-term custody or under the guardianship of a relative or non-relative following the termination of supervision by the Florida Department of Children and Families or its contracted community-based lead agency; or (d) in court ordered long term licensed custody. The Coalition may prioritize children determined to be at risk by Coalition policy, as may be adopted from time to time. Such policy will not be inconsistent with Florida law.

**Coalition Plan:** The written plan submitted by the Coalition and approved by OEL, describing the early learning activities developed by the Coalition.

**Developmental Assessment:** The basic process of determining what children, both individually and as groups, know and can do in relation to typical developmental expectations and the goals of the program. The assessment instrument must be approved by the Coalition.

**Developmental Screening:** A brief, standardized procedure approved by the Coalition designed to quickly survey a large number of children to determine which ones should be referred for more in-depth assessment. The screening tool must be approved by the Coalition.

**Developmental Screening Instrument:** A tool approved by the Coalition, used to screen the age consistent development of children 0-5 years of age.

**Direct Services:** The care, protection, and supervision of a child, for a period of less than twenty-four hours per day on a regular basis, which supplements parental care, enrichment, and supervision for the child, in accordance with the child's individual needs, and for which a payment, fee, or grant is made.

**Early Care and Education (ECE) Service System:** An integrated and seamless system of services that ensures all children are emotionally, physically, socially, and intellectually ready to enter school and ready to learn, while fully recognizing the crucial role of parents as a child's first teacher.

**Eligibility Determination:** A process used to determine whether or not an applicant for financial assistance for School Readiness services programs is eligible to receive such services under Chapter 6M-4, Florida Administrative Code, Chapter 1002 of the Florida Statutes, Coalition guidelines, and other applicable law.

**Emergency Child Care Funds:** Child care financial assistance provided for eligible children, birth through 12 years of age, as a result of separation, divorce, death, medical emergency, and loss of stable income, for up to six months.

**Enhanced Field System/Single Statewide Information System (EFS/SSIS):** A data management system used by the Office of Early Learning to manage the statewide School Readiness, VPK, and CCR&R programs.

**Family Needs Assessment** – the interviewing process, by CCR&R staff, to determine (as appropriate) information regarding child care services and community resources to be shared with the parent/guardian. This information may include, but is not limited to: early learning and/or school-age options, types of child care regulations, how to access and review provider licensing files, provider quality indicators, assistance with how to search for a provider, and other resources (as appropriate) such as financial assistance, FDLRS, Florida Kid Care, Florida Even Start, and other community resources.

**Family Portal** – The component of the single statewide information system through which parents can, at a minimum, register for an account, prequalify for the school readiness program, complete a school readiness application, complete a VPK application, request CCR&R services, and manage their family account.

**Florida's Office of Early Learning (OEL):** The state agency responsible for funding and oversight of the School Readiness and Voluntary Prekindergarten Programs.

**Gold Seal Child Care Center/Gold Seal Family Child Care Home:** Any child care center or family child care home which provides care to children in the School Readiness Program and is accredited by a recognized accrediting association, whose standards have been approved by the Gold Seal Quality Care Program Task Force Committee. (The Department of Children and Families maintains the official list of Gold Seal Centers and Homes.)

**Health Screening:** Services provided to children that may include, but are not limited to: health assessments, well-child check-ups, assessment and/or provision of childhood immunizations, dental screenings, vision screenings, nutritional screenings, hearing screenings, and body mass index measurements.

**Inclusion Services:** Inclusion activities can include: "warm line" services within the resource and referral network to facilitate the inclusion of all children, including those with disabilities and special health care needs, and their families; provide assistance and consultation to child care personnel regarding health, developmental, disability, and special needs issues and concerning strategies, curriculum, , laws and regulations (i.e. ADA), and environmental adaptations that allow a child to derive maximum benefit from the child care experience; local training events, coordination efforts with regional and local early intervention agencies and other special products.

**Income Eligible:** Children of working parents whose family incomes do not exceed 150% of the federal poverty income guidelines upon entry into the School Readiness Program. (This term is also referred to as "Working Poor.")

**Individualized Instruction Plan:** A plan that addresses a child's individual developmental needs as determined by the developmental screening tool.

**Informal Care:** The care, nurturing and protection of children by relatives, members of their tribes or clans, godparents, stepparents, or any adult who has a care taking relationship with a child.

**Non-Direct Services:** Services include client eligibility, and provider services to improve quality. These services are intended to support families to ensure safe, developmentally appropriate, and family friendly

School Readiness services, and to protect children from abuse/neglect and remaining or becoming economically self-sufficient. Non-Direct services costs are negotiated by the Coalition.

Outreach: A systematic attempt to provide services beyond conventional limits to underserved segments of the community.

Parent Fee: The parent's co-payment for child care services as based on the Federal Poverty Level and the Coalition approved sliding fee scale, taking into account family size and household income.

Prevailing Market Rate: The 75<sup>th</sup> percentile of the market rate for the cost of child care, as determined by an annual market rate survey. Florida's Office of Early Learning, through the Statewide Child Care Resource and Referral Network, conducts an annual market rate survey. The survey reflects prices child care providers in the community charge the general public in order to provide guidance for establishing child care rates.

Provider: An individual or organization providing direct early care and education services to children in a center or family home setting.

Provider Portal: The component of the single statewide information system through which providers can, at a minimum, register for an account, complete a school readiness agreement, complete a VPK agreement, complete a CCR&R update form, review and/or edit attendance rosters, and submit attendance rosters to the coalition for payment processing.

Quality Support Services: Activities to improve the quality of child care, which may include: consumer education, operating directly or providing financial assistance to organizations for the development, establishment, expansion, operation, and coordination of CCR&R programs related to child care, provider recruitment, provider training and technical assistance in areas such as health and safety, nutrition, first aid, communicable diseases, child abuse detection and prevention, and care of children with special needs, provider quality monitoring.

Rate Agreement: An agreement between the Contractor and child care centers and/or family child care homes for the provision of School Readiness services.

Referral – Linking a child's family with the appropriate community service provider.

Relative Caregiver Program: School Readiness services provided for children who have been adjudicated dependent, have an approved home study, and either have been placed under protective supervision with the relative by the court or the relative has been granted temporary custody by the court. (The children must be a beneficiary of the cash payment as part of the Relative Caregiver Program.)

Respite Caregiver Program: Care provided to alleviate a crisis. (A crisis is defined as an acute situation which places children at risk due to parental emergency, need for respite, lack of resources, special needs of the child, or extenuating circumstances beyond the family's control requiring short term assistance to increase family stability and decrease risk potential.) The family must be a TANF recipient to receive respite services. The child care could be limited as part-time care, or it could be for a period of less than twenty-four hours per day on a regular basis. The maximum benefit period is thirty days per child in a state fiscal year.

School Readiness Program: A Florida system of services to provide early care and education to children ages birth through 12 years of age. It offers financial assistance to low-income families for early education and care so they can become financially self-sufficient and their young children can be successful in school in the future.

Single Point of Entry (SPE) – is the process established under s.1002.81 (14), F.S. that allows parents to access CCR&R services and to apply for SR and VPK Programs through the family portal. The SPE is the access point for the unified waiting list. If funding is not available, children eligible for the SR program will be placed on the uniform waiting list.

Special Needs: Children, ages 13 through 17 years of age, as defined in Chapter 445.023, F.S., who are currently clients of the School Readiness program and who have been determined by the Contractor and/or the Coalition to meet eligibility criteria.

Slot: A funded unit of financial assistance for early care and education services.

Slot Management: The system of forecasting, tracking, reporting, and analyzing slot utilization and ensuring that enrollments occur in accordance with Coalition priorities, policies and funding parameters, in order that resources are maximized and fiscal soundness is maintained.

Sub recipient: A non-state entity that receives federal/state financial assistance directly from OEL or the Early Learning Coalition (ELC) to provide goods and/or services that demonstrate the contract relationship characteristics that 2 CFR S 200.330, *Sub recipient and Contractor Determinations* describes.

Temporary Assistance to Needy Families (TANF): The federal economic assistance program to families administered under the Department of Children and Families, Economic Self-Sufficiency Program. This program is authorized under Part A of Title IV of the Social Security Act.

Technical Assistance: A component of planned School Readiness services, which will include professional development, training support, mentoring, and a unified training list.

Total Project Cost: The cost of non-direct services, direct services, parent fees and local match.

Transitional Child Care ("TCC"): Families determined eligible by local Workforce Development Boards for Transitional Child Care services may enter and continue to receive School Readiness services until the family income exceeds 200% of the federal poverty level.

Unified Waitlist: The list of children whose families are deemed preliminarily eligible for financial assistance for early care and education services in a county, and are waiting for said care.

Unit Cost Reimbursement: A payment method used to reimburse for each unit served.

Voluntary Prekindergarten ("VPK"): A program of prekindergarten instruction created by a constitutional amendment passed by Florida's voters that is available to all children who are four-years old by September 1<sup>st</sup> and a resident of Florida.

Voucher/Certificate: The documents necessary to authorize and verify payments to child caregivers who are legally providing child care but are not a part of the provider rate agreement system.

Welfare Transition: Formerly, Work and Gain Economic Self-Sufficiency (WAGES) program implemented statewide October 1, 1996, in accordance with Chapter 414, F.S. and which provides eligible clients with temporary cash assistance. The WAGES program merged with Workforce Florida, Inc. on July 1, 2000 in a public-private Coalition for workforce development. In 2014, Workforce Florida became "CareerSource Florida".

### 1.5. Authorities

The Proposer must comply with all applicable Federal and State laws, Florida's Office of Early Learning and Coalition regulations, policies, action transmittals, program instructions, review guides and other directives as issued.

The following is a listing of applicable portions of laws, regulations, and policies. This listing is not intended to be inclusive of all laws, regulations, policies, etc. that relate to SR and/or VPK Programs. Most documents are available for review at: [http://www.floridaearlylearning.com/statewide\\_initiatives/laws\\_and\\_rules.aspx](http://www.floridaearlylearning.com/statewide_initiatives/laws_and_rules.aspx) and here: [http://www.floridaearlylearning.com/about\\_us.aspx](http://www.floridaearlylearning.com/about_us.aspx).

<b>F.S.</b> = Florida Statutes   <b>F.A.C.</b> = Florida Administrative Code
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#### **SCHOOL READINESS PROGRAM**

Section 1002, F.S., as amended

Authority for Temporary Assistance to Needy Families (TANF) services and Workforce Development services is provided in applicable parts of Part A, Title IV of the Social Security Act, 45 CFR Part 260 and ss. 414.045(1), 445.017 and 445.032 F.S.

Sections 215.422 and 287.585, F.S. and Chapter 3A-24, F.A.C. -Authority for processing requests for payments from child care subcontractors.

Authority for Family Day Care Requirements is provided in Rule 65C-20, F.A.C.

Authority for Subsidized Child Care Requirements is provided in Rule 65C-21, F.A.C.

Rule 6M-4.200-2.09, Florida Administrative Code (F.A.C.) - Authority for SR eligibility.

Rule 6M-9.300, F.A.C. - Child Care Resource and Referral.

Sections(s) 1002.84(3) and 1002.92, F.S.

Child Care and Development Fund Plan (CCDF) Florida State Plan

402.3018, F.S. - Authority for Inclusion Services

39.604 F.S. - Rilya-Wilson Act,

## **VOLUNTARY PRE-KINDERGARTEN EDUCATION PROGRAM**

- A. Sections 1002, F.S. - VPK Act.
- B. Section 1002.75 F.S. - Authority to adopt procedures governing the administration of the VPK Program by the Early Learning Coalition.
- C. Rule 6M-8.200- VPK eligibility and enrollment.

## **GENERAL**

- A. 2 CFR § 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- B. State of Florida Office of Early Learning (OEL) Grant Agreement, Terms and Conditions as provided by the Florida OEL or its designee, as updated regularly and incorporated herein by reference.
- C. The Early Learning Coalition of Orange County School Readiness Plan as approved by the Office of Early Learning.
- D. 45 C.F.R. – parts 75, 93, 98 and 99 and parts 260-265
- E. Section 215.97, F.S. – State Single Audit Act.
- F. Computer Related Crimes, Chapter 815, F.S.
- G. The 2002 Access Act (July 18, 2002).
- H. Child Care Development Block Grant (CCDBG) Act of 2014 (Pub L 113-186);
- I. CCDF Discretionary Fund governing requirements – Title VI Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 and subsequent amendments codified at 42 USC §98.58, et seq.
- J. Section 418 of the Social Security Act, as amended by Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act, 42 USC § 618.
- K. Section 435.03, F.S. Level 1 screening standards.
- L. Section 435.04, F.S. Level 2 screening standards.

## Section 2: RFP PROCESS

### 2.1. POINT OF CONTACT

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

**Leonardo Almanza, CHIEF ADMINISTRATIVE OFFICER**  
**Early Learning Coalition of Orange County**  
PO Box 540387  
Orlando, Florida 32854  
[lalmanza@elcoc.org](mailto:lalmanza@elcoc.org)

### 2.2. PROPOSER 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, proposal, or reply on a contract 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 Proposal 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 Proposal 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 proposal for a period of 36 months following the date of being placed on the discriminatory vendor list, whether as a Proposer, a member of a Proposer, or a subcontractor of a Proposer. Any Proposal 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 Proposal and shall not be further evaluated.
- C. **Failure to Perform Prior Contracts.** Failure to have performed any contractual obligations with the Coalition in a manner satisfactory to the Coalition will be a sufficient cause for disqualification.
- D. To be disqualified as a Proposer under this provision, the Proposer 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 Proposer or any of its staff have participated in the development and review of the RFP documents for this Solicitation.

### 2.3 LIMITATIONS ON CONTACTING EARLY LEARNING COALITION PERSONNEL/OTHERS

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 a Proposal pursuant to this solicitation shall discuss with any member of the Coalition's Board of Directors or members of the RFP 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 Proposer's response.

## 2.4 Schedule of Events \*

All times listed reflect Eastern Standard Time (EST)-Coalition's Clock. Coalition's website: [www.elcoc.org](http://www.elcoc.org).

ACTIVITY	DATE	TIME	ADDRESS/METHOD
<b>Request for Proposal Released</b>	<b>March 13, 2017</b>	<b>NA</b>	Headquarters: 1940 Traylor Blvd. Orlando FL 32804 State Vendor Bid System, Coalition website: <a href="http://www.elcoc.org">www.elcoc.org</a>
Signed Notice of Intent to Submit a Proposal due no later than	March 20, 2017	4:00 pm	P.O. Box 540387-Orlando FL. 32854 Or emailed to: <a href="mailto:lalmanza@elcoc.org">lalmanza@elcoc.org</a>
Last day to submit written inquiries to the Coalition	March 24, 2017	Noon	P.O. Box 540387-Orlando FL. 32854, or via email: <a href="mailto:lalmanza@elcoc.org">lalmanza@elcoc.org</a>
Coalition posts answers to written inquiries on the website	March 28, 2017	4:00PM	<a href="http://www.elcoc.org">www.elcoc.org</a>
<b>Sealed Proposals must be received by the Coalition</b>	<b>April 13, 2017</b>	<b>3:00PM</b>	P.O. Box 540387, Orlando FL 32854 <u>OR</u> Hand delivered to: 1940 Traylor Blvd. Orlando FL 32804
Opening of Proposals	April 13, 2017	No later than 4:00PM	1940 Traylor Blvd. Orlando FL 32804
Meeting of Procurement Committee (as their availability allows)	TBD (Date will be posted in website)	TBD	1940 Traylor Blvd. Orlando FL 32804
Posting/Protest Period (72 hours)	Immediately after Decision	TBD	1940 Traylor Blvd. Orlando FL 32804 and website
*Coalition Board Approval of Contract	TBD	N/A	1940 Traylor Blvd. Orlando FL 32804
*Anticipated effective date of Contract	July 1, 2017	N/A	N/A

\*Times and locations are subject to change at Coalition's discretion. Proposers 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 [www.elcoc.org](http://www.elcoc.org).

## 2.5. Notice of Intent to Submit a Proposal

- A. As a condition of submitting a proposal, Proposers are requested to submit a *Notice of Intent to Submit a Proposal Form* (Exhibit 1) bearing the original signature of an authorized agent of the Proposer 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 email and/or facsimile will not be accepted.
- B. *The Notice of Intent to Submit a Proposal Form* is to provide the Coalition with the proper address and contact person for each Proposer so that any notices of action or changes can be forwarded appropriately. Failure to submit a Notice of Intent to Submit a Proposal Form by the deadline on Section 2.4 shall result in no further notices about this RFP being sent to the Proposer.

## 2.6 Written Inquiries

- A. There will be two (2) time periods within which Proposers 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 Calendar of Events (Section 2.5). No further questions or requests for clarification regarding this RFP will be entertained after 4:00 p.m. (EST) on the last day for receipt of written inquiries set forth in the Calendar 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 RFP 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 2.5**, 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](http://www.elcoc.org/procurement).*

## 2.7 Addenda

Any changes to the RFP will be done by addendum. Any proposal 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 Proposers who submitted a Notice of Intent to Submit a Proposal to the Coalition. Any additions to this document issued by the Coalition will be posted in the Coalition's website. Proposers are responsible for checking the Coalition website and contacting the Coalition's Point of Contact for this solicitation before the RFP deadline to ascertain whether any addenda have been issued.

## 2.8 Acceptance/Rejection of Proposals and waiver of minor irregularities.

- A. The Coalition reserves the right to reject any and all Proposals, and/or to re-advertise, to waive any defects, irregularities, informalities or technicalities therein, to negotiate Contract terms with the successful Proposer, to disregard all non-conforming or non-responsive parts of a Proposal, or to accept any Proposal 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 RFP terms and conditions that do not affect the cost of the proposal or does not give the Proposer an advantage or benefit not enjoyed by other Proposers, 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 Proposals in whole or in part, and award only a portion of this solicitation. The Coalition 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 Coalition. In consideration of the Coalition's evaluation of submitted Proposals, the Proposer, by

submitting its Proposal, 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 PROPOSAL**

A written request for withdrawal, signed by the Proposer, may be considered if received by the Coalition within 72 hours after the Proposal opening time and date indicated in *the Calendar 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 Proposer.

## **2.10 NOTICE OF CONTRACT AWARD**

The Contract(s) shall be awarded to the Proposer whose Proposal is determined to be the most advantageous to the Coalition, taking into consideration price and technical merits. The Coalition will post a Notice of its Intended Award at the Coalition's website following the selection of the Successful Proposer. If the notice of award is delayed, in lieu of posting the notice of intended award, the Coalition will post a notice of the delay and a revised date for posting the notice of intended award.

## **2.11 PUBLIC RECORDS/PROPOSER 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 Proposal submitted to the Coalition pursuant to this RFP is part of the public domain after the Contract is awarded. Proposers 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. Such claimed exempt information shall be segregated from the remainder of the Proposal. Proposer 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, Proposer 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 fees and costs), claims or actions by a third party that relates to Proposer's claimed exemptions herein.

## **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 Contract entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit Proposals 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 Proposers. If two equal responses to an RFP are received and only one response is from a certified minority business enterprise, the Contract shall be awarded to the certified minority business enterprise pursuant to § 287.057(12), F.S.

## **2.13 PROTESTS AND DISPUTES**

Any unsuccessful Proposer who is adversely affected by the Coalition's decision concerning a procurement solicitation or Contract award under this RFP 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 my 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 RFP, 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 Contract 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 Proposer 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 PO Box 540387, Orlando, Florida, 32854 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 Proposers affected by the denial, determination of eligibility, or ineligibility for contract 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 Proposer 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 Proposers affected by the denial, determination of eligibility, or ineligibility for contract award by the Coalition with respect to any federal or state funded program or activity may not appeal if:
  - (1) The Proposer agrees that the procurement process was fair;
  - (2) The Proposer's score was acceptable for funding but budget limitations, due to program allocations or the availability of funds, prevented the proposal from being funded;
  - (3) No error of material and relevant fact occurred, but the Proposer does not agree that the proposed services failed to satisfy the technical requirements of the competitive procurement process; and/or
  - (4) The Proposer was awarded funding, but the Proposer does not agree with the amount awarded.

#### **2.15 SURETIES - PERFORMANCE BOND**

- A. Following the award of a Contract by the Coalition pursuant to this RFP, the Contractor may be required to furnish the Coalition with a Performance Bond to protect the Coalition from any losses in the event of default by the Contractor. The bond shall be in the amount of \$300,000.00. The bond must be issued by a surety company authorized to do business in the State of Florida by the Department of Insurance and signed by a Florida licensed agent. In lieu of the performance bond, the Contractor may furnish the Coalition with an irrevocable standby letter of credit acceptable to both parties.
- B. The Contractor shall post one form of security under this section, which shall apply to the Contract resulting from this RFP, entered into between the Contractor and the Coalition.
- C. If a performance bond is furnished, the performance bond shall be forfeited in an Event of Default, or if a letter of credit is furnished, the Coalition shall be authorized to draw on the Letter of Credit in an Event of Default. An Event of Default shall mean the failure of Contractor to perform any of the material undertakings set forth in the resulting Contract of this RFP, which failure is not cured within 30 days after written notice thereof by the Coalition specifying such failure, or within such other reasonable time period agreed to by both parties. In no event shall an Event of Default occur for any failure of performance by Contractor if such failure of performance is caused by or is the result of causes beyond the reasonable control of Contractor due to any occurrence commonly known as force majeure, including but not limited to acts of God, fire, flood or other natural catastrophe, acts of any governmental body, labor dispute, national emergency, insurrection, riot or war.
- D. The bond shall be conditioned upon the Contractor's performance of the services described in the Contract in the times and manners prescribed therein and upon making payments to subcontractors and employees. The bond shall be furnished to the Chief Executive Officer within **10** days after the effective date of the Contract. No payments shall be made to the Contractor until the Performance Bond is in place and approved by the Coalition, in writing. The cost of the Performance Bond shall be solely borne by the Contractor.

## 2.16 COMPLIANCE WITH LAWS/RULES/REGULATIONS

- A. The Successful Proposer 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 Contract by Proposer. The Successful Proposer shall ensure throughout the duration of the Contract 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. Upon request, Proposer 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 Proposer 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 sample Core Contract (**Appendix A**), and all aforementioned organizational websites.

## 2.17 EMPLOYMENT/RETENTION OF UNAUTHORIZED ALIENS

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

## 2.18. EVALUATION CRITERIA AND RFP SCORING METHODOLOGY

A Proposal Review Committee will be convened by the Coalition's CEO to assess each Proposer's response. Each member of the Proposal Review Committee will assess Proposals using the RFP Rating Tool in **Appendix B**.

The RFP rating tool contains evaluation criteria and indicators to assess the degree to which the Proposer's response meets the criteria. The evaluation will consider the Proposer's plans to develop innovative strategies and creatively use and allocate resources. Each Proposal will be awarded a total point value by each committee member.

The Tool contains two sections, Initial Screening, and Quantitative Evaluation Criteria. The initial screening consists of a series of pass or fail questions that ensure respondents meet certain compliance items. Responses that are incomplete or do not satisfactorily address every requirement may be disqualified. The second portion, Quantitative Evaluation Criteria is based on the Minimum Programmatic Requirements set forth in Section 3 below, and assigns a maximum point value to a series of questions that ensure the respondents have satisfactorily addressed each and all requirements. Responses submitted by Proposer must be concise and comply with the RFP page limit requirements of **40 pages**. Response page limit **excludes** the required exhibits and the budget proposal. Submitted pages may be double-sided. Proposer will be judged based on overall score achieved. Proposer may be required to present their proposal to the evaluation committee.

The evaluation process is designed to assess the Proposer's ability to meet the Coalition requirements and to identify the Proposer likely to satisfy those requirements. The evaluation process will be conducted in a thorough and impartial manner at a proposal evaluation committee meeting held according to Ch. 286, F.S. Proposers are advised to periodically check the Coalition website calendar [www.elcoc.org](http://www.elcoc.org) for the scheduled date, time, and location of this session, should changes occur. Proposers should also reference **Section 2.4** which contains a list of the currently scheduled events in connection with this RFP.

Subsequent to the end of the evaluation process, the proposal evaluation committee will rate Proposers, who in their judgment, best meet the needs and requirements of the Coalition. While price is an important factor in selecting Proposer(s) for an award, other factors in the competitive process will be considered and may take precedence over price. Those factors may include, but are not limited to, the following: quality of service offered, operating characteristics, technical innovations, administrative capability, previous experience in providing the same or similar services, and the ability to achieve the deliverables as

specified in Section 4.

The Coalition’s Board of Directors, in its sole discretion, may elect not to award a Contract to any Proposer under this solicitation. Proposer(s) may be selected for further evaluation in the context of an oral presentation, in-person interview, conference calls, or a combination of the foregoing. References may be checked and background checks may be performed to verify information submitted in the Proposals.

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### Section 3: MINIMUM PROGRAMMATIC REQUIREMENTS

The goal of this program is to serve the greatest possible number of children while supporting integrated SR and VPK programs with the goal of preparing children for success in school and providing for the care and safety of school age children during non-school hours, while offering parental choice of child care to the parents. It is expected that Proposers will describe their approach to balancing these sometimes-contradictory requirements. Innovative methods of providing SR and VPK services and support to providers and families should be included in this proposal. Child Care Executive Partnership (CCEP) funds are used to provide subsidies to working parents who are eligible for subsidized child care with a 50%-dollar cash match from employers, local government, and other contributors.

The Coalition is seeking a Contractor that will provide and administer state of the art services to further enhance the Coalition's goal of providing quality early care and education services for families with children ages birth to five. The Contractor must have an understanding of the role of child care resource and referral, as the foundation for child care planning, development and implementation of quality School Readiness and VPK services.

The selected Proposer(s) must demonstrate an understanding of child care needs and resources in Orange County, including the needs of children at risk of abuse, neglect or exploitation and must demonstrate the ability to provide child screening services and related services to this group on a priority basis.

In addition, the selected Proposer must develop a plan to ensure effective and cost-efficient high-quality Support Services that meet the following goals: 1) maximize the limited funding that is available by minimizing duplication of efforts/services; and 3) meet the statutory mandate of the VPK and the School Readiness Act and applicable rules as amended.

***The Coalition manages Provider recruitment, eligibility, and enrollment in-house.***

#### 3.1 GENERAL SPECIFICATIONS

- A. Each proposer must provide the Coalition with a brief description of the company, including the year of incorporation and the general services provided. Each proposer must demonstrate a minimum of three (3) years of similar experience, organizational capacity and ability to provide implementation and oversight of a comprehensive project of this nature.
- B. Participate in meetings, conferences, and events as required or appropriate to further the goals of the School Readiness and Voluntary Prekindergarten Programs.
- C. Each proposal must include a plan that provides responses that includes the following:
  1. Program Management
  2. Data Security Management
  3. Staffing plan
  4. Work plan
  5. Budget
- D. Estimated number of children served:
  - School Readiness and VPK Program services will be provided to an estimated **27,279** unduplicated children in Orange County, on an annual basis.
  - For the fiscal year 2015-16\*, the Early Learning Coalition of Orange County served:
    - **VPK** children: 12,930
    - **SR** children: 14,349
    - Children birth through five years old: 11,524 (subject to ASQ)
    - **Providers** delivering services:
      1. VPK: 428
      2. SR: 555

\* **Source:** Office of Early Learning (OEL) Fact Book; link: [http://www.floridaearlylearning.com/oel\\_resources/fact\\_book.aspx](http://www.floridaearlylearning.com/oel_resources/fact_book.aspx)

- Child Developmental Screenings (using ASQ3®) \*\*

- 1) Children Screened with ASQ: **9,466**
- 2) Children scored with developmental concerns: **1,370**
- 3) Children Requiring an Individualized Learning Plan (ILP): **1,225**
- 4) Technical Assistance for Providers and Parents: **1,599**

**\*\* Source:** Community Coordinated Care for Children, Inc. (4C)/Year End Report for FY 2015-16.

### 3.2 INTENTIONALLY OMITTED

### 3.3 SCOPE OF SERVICES BEING SOUGHT IN THIS RFP:

#### A. Child Care Resource & Referral Services (CCR&R), Eligibility and Enrollment for the School Readiness and Voluntary Prekindergarten Programs, which includes:

1. Child care consumer information, education, and referrals for parents;
2. Develop early care and education resources to support continued quality improvement.
3. Family needs assessments and service referrals;
4. Cross-training and participation with other community service providers;
5. CCR&R database management, CCR&R data collection, data entry, and reporting (for details on OEL CCR&R Program Requirements click here: [http://www.floridaearlylearning.com/sites/www/Uploads/files/Oel%20Resources/Rules%20Guidance%20and%20Proposed%20Rules/Issued%20Program%20Guidance/600.01\\_CRRProgramRequirements\\_Final\\_ADA.pdf](http://www.floridaearlylearning.com/sites/www/Uploads/files/Oel%20Resources/Rules%20Guidance%20and%20Proposed%20Rules/Issued%20Program%20Guidance/600.01_CRRProgramRequirements_Final_ADA.pdf) ).
6. Employer and community support, education, and assistance in implementing child care supports through the workplace;
7. Eligibility determination/re-determination and enrollment for the School Readiness Program following the Coalition's eligibility priorities and maximum provider payment rates;
8. Recruitment and Eligibility determination for the Voluntary Prekindergarten Program following state rules and requirements;
9. Parent fee assessment following the Coalition's parent fee schedule;
10. Enrollment of children in the Voluntary Prekindergarten Program following state rules and requirements;
11. Enrollment of children for the CCEP/CCPP program;
12. Meet the child care needs of hard to serve, special needs and underserved populations of families and children;
13. Fulfill all CCR&R Inclusion eligibility requirements with the assistance of the Coalition Inclusion Specialist;
14. Data entry for all program services using the current statewide data system;
15. Ability to use or be trained to use the OEL **Parent and Provider Portal**. For details refer to this link: <https://familyservices.floridaearlylearning.com> (Site is best viewed with Internet Explorer 10 or higher)
16. Provide for direct child care services through rate agreement programs and voucher care (child care centers and family child care homes).
17. Maintain all client and provider files with adherence to applicable confidentiality requirements as set forth by federal, state and local laws, rules and regulations and in accordance with OEL and Coalition rules and policies.

#### B. CHILD SCREENINGS AND REFERRALS

The **Ages & Stages Questionnaires®**, **Third Edition (ASQ-3™)** is the tool being used by the Coalition. The ASQ-3™ pinpoints developmental progress in children between the ages of two months to kindergarten eligibility -not in school- usually referred to as 0-60 months. Its success lies in its parent-centric approach and inherent ease-of-use—a combination that has made it the most widely used developmental screener across the globe. Evidence shows that the earlier development is assessed—the greater the chance a child has to reach his or her potential.

The ASQ-3 is composed of questionnaires designed to be completed by parents, guardians or childcare providers. It is the Proposer's responsibility to administer or facilitate the administration of initial developmental screening on this child population to determine service needs.

1. It is the Proposer's responsibility to administer, or facilitate the administration of, initial developmental screening on all children six weeks to kindergarten eligibility within forty-five (45) days of their initial program entry and annually thereafter within 30 days of the child's birth date.
2. With the consent of the parent, the Proposer shall have the ability to distribute and facilitate the administration of the ASQ-3 on all SR children who meet the ages referenced above.
3. Parents have the right to refuse the administration of the test. If so, they will complete and sign a form designed to document refusal.
4. Re-enrollment process: Children who leave the program and re-enroll after 90 days will be screened with the age appropriate tool in accordance with the initial enrollment procedures and as determined by written parental consent. The tool can be completed by the parent and/or the provider.
5. The Proposer must be experienced in the use of the Enterprise<sup>TM</sup> computer system and/or other computer system as required by the Coalition.
6. Provide training and technical assistance (TA) to School Readiness (SR) providers and parents on how to complete the age-appropriate child screening tool (ASQ3<sup>TM</sup>).
7. The Proposer must be able to document and track measurable outcomes.
8. The Proposer must be able to work with providers, families and community partners and must be able to write letters and reports utilizing electronic means.
9. The Proposer must be capable of collect, input results, disseminate results, and provide appropriate referrals and follow-up on those referrals.
10. Must be able to complete accurate monthly reports of all non-compliant providers to the Coalition.
11. The Coalition will be evaluating all successful Proposers on their ability to meet and exceed program goals and objectives. Those goals and objectives must achieve high levels of accountability and reliability to meet or exceed State and federal requirements.
12. Document the special needs of the child and complete the "Special Needs Referral" form in accordance with Coalition procedures.
13. Rule 6M-4.720 (5)(b), F.A.C., mandates that individualized follow-up for developmental concerns be provided by the coalitions or contracted out. The contracted party is responsible for the individualized follow up supports and short term interventions.
14. Components of this program include, receipt and organization of developmental screening data, follow up activities intended to determine if the concerns revealed during the screening are valid, and individualized support services as outlined by Rule 6M-4.720 (5)(a)(b) detailed below:

a. Individualized Support:

Proposer shall be able to initiate individualized support, no later than 60 calendar days after screening, for children who show concerns based on their screening results. Individualized supports must include, at a minimum, one of the following:

- 1) Additional screening or assessment,
- 2) Completion of an Individualized Learning Plan (ILP),
- 3) Suggested developmental activities for parents or providers,
- 4) Observations and accommodations in the early learning program,
- 5) Parent Education,
- 6) Referrals to early intervention services, hearing and vision testing, or specialized care
- 7) Offer to contact the appropriate referral agency (Rule 6M-4.720, subparagraph (5)(b) 6.a)

Individualized supports must be accessible to the Coalition through access to a data management database. Access to the data management system will ensure monitoring adherence to the Rule 6M-4.720 (5) (b), F.A.C., ensure comprehensive data collection, outcomes and analysis that yields indicators of tendencies and informs future program decisions.

The first level of entry and the primary group of children receiving services and supports through the resulting contract are children identified through the Developmental Screening Program

with scores of “concern” in any of the five domains. The second level of entry will be children identified by provider or parent/guardian as exhibiting behaviors that are not on target; demonstrating delays based on provider request for assistance.

b. Care Coordination Services

- 1) The purpose of Care Coordination Services is to minimize duplication and facilitate the appropriate and efficient delivery of early identification, support and intervention services both within and across service providers and/or agencies. Families whose children have been identified as in need of additional developmental or behavioral supports, usually have a variety of needs.
- 2) Proposer must be able to provide a brief summary of its coordination services within Orange County.
- 3) A Memorandum of Understanding (MOU) will be needed to facilitate collaboration with the Hearing and Vision provider (RFP 1720-02), if different. The MOU in its entirety must be reviewed and approved by the Coalition and must be multidisciplinary, multi-agency and reflect a countywide effort to simplify these services for children with disabilities, developmental delays and/or at risk for disability and/or developmental delay.

**C. CHILD CARE PROVIDER PAYMENTS**

1. Reimbursement of child care providers, according to Contract;
2. Technical support to child care providers on payment and reimbursement issues;
3. Post attendance provider audits
4. Fiscal analysis;
5. Tracking and reporting of services by funding category;
6. Collaborate with the Coalition in obtaining and management of local match and CCEP Match
7. Management of slot utilization and forecasting;
8. Management of parent fees; and
9. Financial liability for slot utilization deficits, disallowed costs and/or any budgeted expenditure which equals or exceeds 0.75 % of the slot budget.
10. If the Florida Legislature reauthorizes the **Performance Funding Project** and/or the **Contracted Slots initiative or similar initiative(s)**, the proposer must be able to track these types of special projects either separated by other cost accumulators or using any other tracking mechanism required by the State. For more information, refer to this link:

[http://www.floridaearlylearning.com/school\\_readiness/early\\_learning\\_performance\\_funding\\_project.aspx](http://www.floridaearlylearning.com/school_readiness/early_learning_performance_funding_project.aspx).

**3.4 MAJOR PROGRAM GOALS**

The Mission of the Early Learning Coalition of Orange County is to provide unified leadership, support and guidance to ensure that the children of our community have the opportunity to reap the benefits of developmentally appropriate, research-based school readiness and VPK programs, respecting the role of the parent as their child’s first teacher. Major goals:

- To prepare children to enter school ready to learn;
- To provide an integrated, seamless system of quality services that are research-based and developmentally appropriate.

**3.5 INTENTIONALLY OMITTED**

**3.6 INTENTIONALLY OMITTED**

**3.7 PROGRAM ELIGIBILITY**

- A. The goal of this program is to serve the greatest possible number of children while supporting integrated SR and VPK programs with the goal of preparing children for success in school and providing for the care and safety of school age children during non-school hours, while offering parental choice of child care to the parents. Innovative methods of providing SR and VPK services and support to providers and families should be included in this proposal.

- B. The VPK program is a constitutional entitlement; therefore, children residing in Orange County who meet the eligibility criteria established by the State shall be enrolled.
- C. Priority for participation in an SR program shall be given to those children under the age of kindergarten eligibility, meeting one or more of the criteria listed in Section 411.01(6), FS and referenced in the Coalition eligibility priorities inserted herein by reference, and contingent upon the availability of funds.
- D. The Coalition establishes Provider eligibility and contract management and will send regular updates on provider status with the selected contractor.

**3.8 ADMINISTRATIVE ACTIVITIES**

Administration consists of the services necessary to maintain operations and management of the program, e.g. fiscal and budgetary activities, personnel, contract management, and general administrative service. The Proposer must:

- A. Develop, in coordination with the Coalition, an approved cost allocation methodology to ensure adequate contract utilization.
- B. Develop and manage subcontracts in conformance with Federal, State and local requirements.
- C. Abide by and conform to all Florida’s Office of Early Learning and Coalition rulings, policies and directives concerning child care during the course of the contract.
- D. Submit reports and data on a timely basis as required by the Coalition, Florida’s Office of Early Learning or other funders. Participate in funding applications, monitoring, audits, etc., to the extent needed as required by Government, State, Coalition, neighboring counties, and/or private entities.
- E. If services and activities are offered by the provider unrelated to School Readiness contract obligations, provide documentation that costs supporting such activities are borne by funds other than funds allocated to the Coalition contract.
- F. Allow, as permitted by law, and subject to confidentiality restraints, access and monitoring of its records for any purpose by the State, OEL, Coalition, Coalition committees, or its representatives.
- G. Cooperate with all other Coalition contractors in the best interest of the Coalition.
- H. Address all concerns for any portion of the resulting contract, from the RFP, to the Coalition for resolution.

**3.9 TASK LIMITS**

The services provided pursuant to this Solicitation and as set forth in the scope of services above, are subject to the fiscal and programmatic limits set forth in the relevant federal and state laws, rules and regulations and in accordance with State of Florida, Florida’s Office of Early Learning, and the Coalition’s rules, policies and guidance documents.

**3.10 STAFFING LEVELS**

- A. The Contractor shall be adequately staffed to provide timely and competent administrative and direct services. The Coalition should be notified within 30 days of any changes to such job descriptions.
- B. The Contractor will maintain sufficient staff to deliver the agreed upon services as reflected in the Contractor’s Proposal and in the resulting Contract. Staffing levels must include telephone counseling staff available to receive incoming consumer calls during specified hours, and by computer or other electronic means.
- C. The Contractor shall furnish to the Coalition an organizational chart listing positions, lines of authority and an explanation of how the program relates to the entire agency operation. The Coalition must be notified within thirty (30) days of changes to the organizational structure. Such notification must show how this change affects services provided to the Coalition.

**3.11 PROFESSIONAL QUALIFICATIONS**

- A. The Proposer shall furnish job descriptions of all staff including salary ranges and minimum education requirements.

- B. The Proposer will ensure that all staff, and any subcontractor staff, meets applicable staff qualifications as required by state and federal licensing or certification requirements, including Rules 65C-22, F.A.C. The Proposer is responsible for reviewing and applying such laws.
- C. The Proposer will ensure that personnel, both paid and volunteer, who, as a part of their duties and responsibilities, spend any time in School Readiness programs or child care programs must submit to a local and state criminal records check, and be cleared, before working in a child care setting in accordance with HB7069, s. 435.03(1) and 435.04, F.S. as applicable.

### **3.12. MANAGEMENT INFORMATION SYSTEMS**

- A. Agree to abide by all state and federal regulations with respect to confidentiality of recipient information and to adhere to all applicable requirements and restrictions of the Federal Privacy Act of 1974.
- B. Use the statewide information data system, currently the Enhanced Field System (EFS/SSIS), to process all School Readiness and VPK data and use this system to respond to reporting requirements, conduct analysis of data for planning and research.
- C. Establish a system administrator/IT security officer who shall be responsible for implementing the confidentiality provisions and securing the integrity of the data. It is strongly recommended that the system administrator and IT security officer be one in the same. Responsibilities include ensuring that the appropriate OEL-issued data confidentiality forms are properly executed for both internal and external users of any data system associated with the School Readiness and VPK program.
- D. Adequately train staff in non-disclosure. Only staff properly trained will have access to the system (or OEL staff and qualified monitors).
- E. Take steps to safeguard data and deter computer related crimes as defined in 815.02, F.S. The Proposer is responsible for ensuring the security and confidentiality of all data systems used to manage early learning program data, including proprietary and commercial off the shelf (COTS) software and any other software or tool used for this purpose.
- F. Strictly adhere to guidelines from OEL-IT on maintaining a secure and accurate database. Ensure that the most current release of OEL's Statewide Information System is in use within sixty (60) calendar days of the release of any system changes affecting these services.
- G. Ensure data will be made available to OEL-IT, federal and state auditors, for review and audit, 24 hours a day, 7 days a week.
- H. Comply with data correction requests or data cleansing activities as directed by OEL. Communicate any problems that arise during the use of the Single Statewide Information System, including enhancement requests, to OEL's Statewide Information System design and maintenance contractor.
- I. Communicate any changes made to the Proposer's software or hardware which may adversely affect the Coalition's ability to access information including, but not limited to changing the Internet Protocol (IP) address, changing the password, and configuring a firewall on the network. Any change must be communicated in writing no less than 72 hours prior to the implementation of the change to the Coalition Chief Executive Officer.
- J. Submit a "Policy and Internal Monitoring Plan" due no later than August 15 of the first contract year to ensure the accuracy of data, and subsequent changes to the policy will be submitted to the Coalition immediately.
- K. Ensure that the Proposer's Information Systems Security policies and procedures will contain criteria and standards as set forth in OEL's Policy 5.02 section III.C. Reflecting at a minimum: 4. security training and awareness, 10. contingency Planning, 12. identification and authentication, 16. Personnel security, 22. Mobile computing, 25. Remote access, 30. Database security, 31. Media management, and 32. Password management, as applicable to the services procured in this document.
- L. The Proposer shall develop and implement Protocol 11, access control, except that in lieu of executing a data security agreement, the Proposer shall complete OEL's Memorandum of Understanding and data security agreement as provided. The Proposer will maintain the completed data security agreement forms, and ensure the form is completed within seven (7) calendar days of the first day an employee has access to the data systems.

- M. Participate in routine data security reviews to ensure compliance with OEL's Policy 5.02. The Proposer may participate in information security related training offered by OEL to satisfy the requirements of Policy 5.02, section III.C. Protocol 4. Security Training and Awareness.
- N. Ensure that all confidential information is protected and shall use a secure method for the electronic submission for all sensitive or confidential information. Any information security related breaches shall be reported in accordance with section 817.5681, Florida Statutes.
- O. Comply with any data analysis, definitions, and standardization activities required by OEL.
- P. Establish and maintain the means to access and utilize an integrated, automated system for maintaining all client data.

### 3.13 SUBCONTRACTORS

- A. The Core Services under the resulting Contract to this RFP may not be subcontracted as provided in this Section and as set forth in the resulting Contract.
- B. The Proposer may, only with the prior written consent of the Coalition, enter into written subcontract(s) for non-direct services. Subcontractors known at the time of Proposal submission and the amount of the subcontract shall be identified in the Proposer's response to this RFP. Subcontracts shall be approved in writing by the Coalition's CEO prior to the effective date of any subcontract. No subcontract which the Proposer enters into with respect to performance under the Contract resulting from this RFP shall in any way relieve the Proposer of any responsibility for performance of its duties under the Contract. All payments to subcontractors shall be made by the Proposer. No payments to the Proposer, with respect to subcontracts, will be processed until all subcontracts are approved, in writing, by the Coalition.
- C. The Proposer shall remain fully responsible for conformance with Federal, State, and local requirements, service delivery, monitoring and quality assurance of all other subcontracts entered under the Contract. The Proposer shall develop written procedures for monitoring of subcontracts. Monitoring of subcontractors by the Proposer must occur annually at a minimum.

### 3.14 SERVICE DELIVERY LOCATION

The Proposer shall administer, coordinate, and ensure availability and delivery of the services specified in the Contract in **Orange County**, Florida. The location of the Proposer's main office, satellite offices, and out-posted staff location(s) shall be related to the needs of families to be served under the resulting Contract.

### 3.15 SERVICE TIMES

- A. Child care, direct services, and administrative services must be available at times related to customer needs for these services. For the purpose of this paragraph, customer means eligible children, their families, caregivers (both subcontracted and vouchered), and the Coalition. Proposer's offices and satellite offices shall be open Monday through Friday excluding holidays, during normal operating hours which are 8:00 a.m. to 5:00 p.m.
- B. Telephone counseling services must be available from 8:00 a.m. to 5:00 p.m., Monday through Friday excluding holidays. All resource and referral calls must be answered by the third ring and/or retrieved during the hours set forth in the preceding sentence. **A message system must be used as backup ONLY during business hours and to receive calls during non-business hours. The message system is a back-up system, not the primary system for answering calls.** All calls must be retrieved from the message system and returned no later than the third business day of the time the call was made. The telephone message must ask for a name, contact number, time of call, and what the call is regarding.

### 3.16 CHANGES IN LOCATION

The Contractor 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.

### 3.17 EQUIPMENT

- 1. The Proposer shall maintain sufficient equipment as needed or required and agreed upon with the Grants and Operations Manager to deliver the agreed upon services.

2. All directly operated and contracted caregivers must provide an environment rich in language and music and filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and linguistic senses in the children in accordance with § 402.25, F.S.
3. The Proposer will acquire and maintain, at a minimum, personal computers, software, LAN standards and e-mail compatible with that of Florida's Office of Early Learning, and the Coalition. The Information Systems Standards and Information Systems Requirements are set forth herein as **Appendices "F" and "G"**, respectively.

### **3.18 SERVICE UNITS**

- A. A unit of administrative services is one month of administrative services.
- B. A unit of direct services is one month of direct services.

### **3.19 REPORTS**

- A. Where the resulting Contract 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 Contract. The Coalition, at its option, may allow additional time within which the Proposer may remedy the objections noted by the Coalition or the Coalition may declare the Contract to be in default.
- B. The Proposer shall complete and submit reports in accordance with specifications requested by the Coalition. The Proposer shall provide additional ad hoc reports as requested by the Coalition.
- C. The Proposer will provide data information in a monthly management report, due to the Grants and Operations Manager no later than 15 calendar days following the end of the service month, in a format specified by the Coalition.
- D. The Proposer will be required to ensure that all necessary agency information is available for the completion of the statewide Child Care and Development Block Grant Report.
- E. The Proposer will be required to obtain and submit reports, as needed, to update the provider list, match commitment forms, program description, and other Contract attachments.
- F. The Proposer will be required to maintain documentation of direct services provided to families.
- G. FLORIDA CERTIFIED MINORITY BUSINESS ENTERPRISE UTILIZATION REPORTS. The Proposer will be required to submit to the Coalition on a quarterly basis a report listing all expenditures with Florida Certified Minority Business Enterprises as certified under section 287.0943, Florida Statutes.

### **3.20 RECORDS AND DOCUMENTATION**

- A. The Proposer shall completely document the provision of services to each family and provider through the use of Coalition-approved statewide data system. Upon request, the Proposer shall provide copies of all such documentation and records to the Coalition. During the term of the resulting Contract, the Proposer 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 Contract, the Proposer shall be required to keep all records for the period required by law.
- B. The Proposer shall maintain accurate and current client/family information, which is updated within one (1) business day upon its receipt of the updated information. The Proposer will monitor the status of the family's eligibility from on-site record reviews and from ad hoc reports obtained from the Proposer's client information system. The Proposer shall maintain sufficient records to verify that family eligibility was determined in accordance with State and Coalition requirements.
- C. The Proposer shall demonstrate it can maintain the data necessary to assist the Coalition to assess success in achieving the established outcomes of the resulting Contract.
- D. The Proposer 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 Proposer of confidential records at its sole expense.

- E. The Proposer shall maintain all records required to be maintained pursuant to the resulting Contract 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.

### **3.21 MONITORING AND PERFORMANCE EVALUATION**

- A. The Proposer must agree to permit, and comply with the requirements of, the Coalition's monitoring of the Proposer's activities and performance under the Contract.
- B. The Proposer agrees to fully cooperate with the Coalition in the conduct of both performance audits and financial audits.
- C. The audit requirements set forth in this RFP are intended to be in addition to other audit requirements found in other documents incorporated by reference in the resulting Contract and are not to be construed as a limitation upon them. The Contractor agrees to include the audit requirements herein and record keeping requirements set forth in this solicitation, in all approved subcontracts and assignments that result from this RFP.
- D. The Contractor acknowledges and agrees that the Coalition will conduct quality assurance reviews during the Contract period to assess the quality of services provided to children and families under this Contract; to determine compliance with Coalition requirements; the extent to which key indicators of performance are being achieved; and to validate internal quality improvement systems and findings. The reviews will be conducted by a team that may include the Coalition's Contract monitoring staff, staff from Florida's Office of Early Learning, staff members who are providing similar services in other areas of the state, and staff from other funding agencies who have received training in the Coalition's monitoring process. The review process may include a staff survey, case file reviews, and interviews with staff, families and community stakeholders. The Contractor and any subcontractors shall fully cooperate with these reviews.
- E. The Contractor shall comply with any coordination required or documentation requested by the Coalition in order to successfully complete the quality assurance review. The quality assurance review team shall have access to Contractor case files, customer satisfaction surveys, child care program assessment tool, and Contractor financial records. The Coalition reserves the right to monitor, on site, certain aspects of the program without prior announcement to the Proposer.
- F. The Proposer shall establish and maintain an approved internal quality improvement process to assess its performance and that of its subcontractors.
- G. When it has been notified in writing by the Coalition of any noncompliance requiring submission of a corrective action plan, the Proposer shall develop a corrective action plan. Notification by the Coalition shall include a time within which the corrective action plan must be submitted, the duration of which shall be no longer than thirty (30) days in the absence of a written agreement by the Coalition allowing a longer time.

### **3.22 PROPOSERS OTHER OBLIGATIONS**

- A. The Proposer is required to have working capital in the amount of one twelfth (1/12<sup>th</sup>) of the final Contract amount to ensure and maintain ongoing cash flow.
- B. The Proposer is solely responsible for the satisfactory performance of the tasks described in this section. By execution of the resulting Contract, the Proposer 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.
- C. Proposer also acknowledges its fiscal responsibility for: slot utilization deficits; disallowed costs; and any penalties or costs for failure to have budget expenditure under this Contract within 0.75 % of the slot budget.

- A. The Proposer and the Coalition, in the performance of the Contract, 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.
- D. The Proposer shall be knowledgeable of, and in full compliance with, all State and Federal laws, rules, and regulations, as amended from time to time, that affect or may affect the subject areas of the Contract and also be in full compliance with such other authorities listed in **Section 1.5** of this RFP. The Proposer shall request technical assistance from the Coalition when deemed necessary to facilitate compliance with these authorities. The Coalition's failure to provide such technical assistance does not relieve the Proposer of its responsibilities to ensure compliance with all State and Federal laws, rules and regulations and all rules, policies and guidance established by the Coalition and Florida's Office of Early Learning, or performance under the terms of the Contract.

**3.23 COORDINATION WITH OTHER ENTITIES**

The Proposer agrees to:

- A. Coordinate School Readiness and Voluntary Prekindergarten services with local communities, counties, and/or other state agencies in Orange County that collaborate to provide School Readiness/early learning services and/or VPK services, such as Healthy Start, Early Steps, Community Partnership for Children, Head Start, School District early intervention programs, private child care, etc., and to promote the mission of the Coalition.
- B. Educate and involve the business community in the support of Early Learning services and in the planning, development, and support of additional quality early education and care services. Seek and respond to opportunities to secure the involvement of employers in assisting employees with child care needs.
- C. Provide assistance to the business/employer community in expanding the availability, affordability and quality of early learning and child care services by educating, recruiting, participating in the Child Care Executive Partnership Program. Work to promote awareness of the CCEP and other employer initiatives.
- D. Maintain a list of community services that is updated at least twice a year to assist families in crisis situations and make referrals to other agencies as needed. This should be in addition to referrals to HFUW 411.
- E. Provide consumer advocacy services including assistance to families and employers in applying for early learning educational services and other types of assistance (e.g. Head Start, Title I, private scholarships, federal dependent care tax credit, negotiating child care discounts, services for children with special medical or developmental needs, health insurance/ Kid Care, etc.)
- F. Comply with the Required OEL CCR&R Program Requirements for the components involving Community Collaboration and Outreach.

**3.24 COALITION OBLIGATIONS**

- A. The Coalition will furnish guidance to the Proposer in the areas of fiscal management and the Coalition's required standards for program quality, as needed.
- B. The Coalition will develop and adopt performance standards and outcome measures.
- C. The Coalition will evaluate overall compliance with the resulting Contract requirements for the services described herein.
- D. The Coalition, in collaboration with community partners, may make local decisions relating to the implementation of School Readiness and data collection in Orange County.

**3.25 COALITION DETERMINATIONS**

The Coalition reserves the right to make any and all determinations relative to all aspects of the School Readiness Program, the Voluntary Prekindergarten Program and the families who are served by the Coalition either directly or through any one of its Contractors. The absence of the Coalition

setting forth a specific reservation of rights does not subject other areas of the Contract resulting from this RFP to mutual agreement.

**3.26 OUTCOMES AND OUTPUTS (PERFORMANCE MEASURES)**

The Contractor shall be required to meet specific performance standards annually, as measured by outcomes and indicators delineated in the scope of services of the resulting contract.

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## **Section 4: FINANCIAL SPECIFICATIONS**

### **4.1 FUNDING SOURCE**

The project described in this RFP and the resulting Contract will be funded by the General Revenue from the State of Florida and Federal funds. The State of Florida Voluntary Pre-Kindergarten Program is state funded. Per the July 1, 2011 OEL School Readiness Notice of Award for the ELC of Orange County, the School Readiness Program is 75.88% federally funded, 24.12% state funded, and less than 1% funded by non-governmental sources (CCEP). Proposers are advised that in reviewing the Sample Core Contract (**Appendix A**), federal funds in excess of \$500,000 will be used with respect to each service. As a result, a Federal and/or State of Florida single audit will be required.

### **4.2 COST ALLOCATION, ALLOWABLE COSTS, AND DISALLOWANCES**

The Proposer must submit a cost allocation plan developed in accordance with Federal and State requirements to the Coalition's Chief Financial Officer for approval prior to the execution of a Contract awarded from this RFP. The plan must describe allocation methodologies used by the Proposer to claim expenditures for reimbursement under a Contract awarded from this RFP. The format to be used for the cost allocation plan will be provided by the Coalition's Chief Administrative Officer.

### **4.3 INVOICING AND PAYMENT OF INVOICES (for the resulting Contractor)**

- A. The Contract resulting from this RFP will be based on Cost Reimbursement.
- B. The Contractor must submit a Coalition-approved invoice form to the Coalition on a monthly basis. School Readiness invoices must be submitted to the Coalition by the 15<sup>th</sup> of the month following the month that School Readiness services were provided. Voluntary Prekindergarten invoices must be submitted to the Coalition by the 15<sup>th</sup> of the month following the month that Voluntary Prekindergarten services were provided. The Coalition must approve the invoice format and requirements for supporting documentation, based on the information presented in the Contractor's approved cost allocation plan.
- C. Timing of payment of invoices by the Coalition to the Contractor and similar issues regarding payment is governed by section 215.422, Florida Statutes.

### **4.4 INTENTIONAL OMITTED**

### **4.5 FINANCIAL VIABILITY**

#### **F. ATTACH THE FOLLOWING DOCUMENTS (ONE COPY IN THE ORIGINAL PACKET ONLY):**

- 1. A completed, signed IRS Form W-9
- 2. Copy of Articles of Incorporation
- 3. Copies of Bylaws and other governing documents
- 4. Copy of Determination letter from the IRS under IRC section 501©(3)
- 5. Copies of the last three years' Forms 990 or 990EZ, including all supporting schedules and attachments (also Form 990-T, if applicable)
- 6. Copies of the last three years' audit reports and management letters received from the proposer's independent auditor(s) (including all reports associated with audits performed.
- 7. Copy of most recent internally-prepared financial statements and current budget
- 8. Copies of reports of government agencies (Inspector General, state or local government auditors, etc.) resulting from audits, examinations, or monitoring procedures performed in the last three years.
- 9. Attach a copy of the most recent financial audit completed by an independent Certified Public Accountant (CPA), including single audit and management letters if applicable. The audit should be conducted in accordance with United States generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. This includes the newly issued auditor independence requirements defined by the General Accounting Office as described in the Yellow Book.
- 10. The most recent audit is defined as the audit performed during the most recent calendar or fiscal year and must cover the Proposer's prior fiscal year end financial statements.

11. The financial statements referenced in subparagraph b, above, must be submitted in conformity with United States Generally Accepted Accounting Principal (GAAP).
12. The financial audit must have an unqualified opinion in order for the Proposer to move forward in the RFP process.
13. All Proposers must demonstrate fiscal solvency, pursuant to financial viability tests utilized by the Coalition based on the most recent audited financial statements, with an unqualified opinion.

#### **4.6. FINANCIAL VIABILITY TESTS**

The Proposer's most recent audited financial statements, as applicable per Section 4.5.1, will be subject to the following three financial viability tests which shall be and are the only source used to gather this information.

##### **Financial Viability Tests**

- **Current Ratio** (Current Assets divided by Current Liabilities) - This test looks at the Proposer's current assets which can easily be changed into cash to pay current liabilities and operating expenses. The higher the ratio, the easier it is to pay liabilities and expenses. Current assets are defined as cash, cash equivalents, accounts receivable, prepaid expenses, inventories and other assets that can be liquidated into cash within 12 months. Current liabilities include accounts payable, accrued expenses and liabilities, short-term borrowings, and other liabilities due within 12 months. A result over 1 is considered an acceptable rating.
- **Debt Ratio** (Total Liabilities divided by Total Assets) -This test indicates the percentage of assets financed by liabilities. (Example: purchasing equipment on a credit card without having the funds to pay the credit card bill.) The lower the percentage the greater the Proposer's financial stability. A rating of less than 1 is acceptable.
- **Working Capital** (Current Liabilities minus Current Assets) - This test determines the working capital requirements. The Proposer is required to have 1/12 of the Contract amount in working capital to ensure and maintain ongoing cash flow. The calculation of 1/12 of the contract amount does not include slot dollars.

An available established Line of Credit as delineated in the Notes to the Financial Statements may be used in addition to the Working Capital to meet the requirement of 1/12 of the contract amount.

## **Section 5: CONTRACT PROVISIONS**

### **5.1 STANDARD CONTRACT**

A Sample of the Early Learning Coalition's Core Contract, **Appendix A**, together with all exhibits, attachments, schedules and appendices contains regulations and contract terms and conditions required by the Coalition for all Contractors. The Sample contract is subject to change. The terms and obligations contained in this RFP are also part of the Contract terms and conditions and are incorporated therein by reference.

## Section 6: INSTRUCTIONS FOR PREPARING A PROPOSAL

### 6.1 PROPOSAL CONTENT FORMAT AND SUBMISSION

Responses to this RFP shall be prepared in a concise manner designed to address the Coalition's anticipated needs and requirements. All prices and quotations shall be typewritten, no erasures will be accepted. No Proposal may be transferred or assigned by a Proposer.

#### A. CONTENT (REFER TO EXHIBITS)

1. Title Page containing the following:
  - Early Learning Coalition of Orange County
  - Titled: RFP for School Readiness and Voluntary Prekindergarten Services
  - RFP Number RFP 1720-01
  - Proposer's Name, address and all persons and entities having an interest in the Proposal. Title Page must be signed in blue ink by an authorized representative of Proposer.
2. Request for Proposal Acknowledgement Form
3. Fatal Criteria Checklist
4. Proposer's History and Experience 6.4
5. Proposal Responses to sections 6.4 through 6.8
6. Description of Approach 6.5
7. Description of Staffing 6.6
8. Proposers Transition Plan 6.8
9. Proposed Budget 6.9 (In separate Binder)
10. Required Statements and Certifications 6.10
11. Proposal Cross Reference Table 6.11

#### B. FORMAT

To be considered for evaluation, the Proposal must conform to the content and format requirements described herein. All responses must be in both compact disc electronic format as well as hard copy format as follows: both the CDs (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 and Request for Proposal Acknowledgment Form and the remaining sections corresponding to Sections 6.3 through 6.11. 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 or exhibits shall be bound separately and clearly referenced. The budget Proposal must be presented in the format prescribed in Appendix "E" and be numbered consecutively. The budget proposal must be in a separate file/binder and electronically saved to a compact disk, but included in the same proposal package.

#### C. SUBMISSION

To be considered, the following **must be received by the** Early Learning Coalition of Orange County, **Attention: Procurement | PO Box 540387, Orlando, FL 32854 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 PROPOSAL (with separate file/binder for the budget) and the documents requested on Section 4.5.A);**

**SIX (6) SEALED COPIES OF the Programmatic Proposal;**

**ONE (1) ELECTRONIC COPY (USB or CD) of the Programmatic Proposal;**

**SIX (6) SEALED COPIES OF the Budget Proposal; and**

**ONE (1) ELECTRONIC COPIES (USB or CD) of the Budget Proposal**

The Coalition cautions Proposers to assure actual delivery of their Proposal 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 Proposals. Proposals and modifications to Proposals received after

the time and date specified herein for Proposal submission will not be considered. Submissions by e-mail or facsimile will not be accepted.

## **6.2 REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM**

The Proposal Acknowledgement Form, (**Exhibit 9**), must be signed and submitted to the Coalition with Proposer's Proposal. The Acknowledgement Form shall be submitted as page 1 of the Proposal, immediately following Proposer's Title Page.

## **6.3 FATAL CRITERIA CHECKLIST**

Each copy of the Proposal must include a completed Fatal Criteria Checklist. (**Exhibit 11**). Failure to comply with all mandatory requirements will render a Proposal non-responsive and ineligible for further evaluation.

## **6.4 PROPOSER'S HISTORY AND EXPERIENCE**

1. A synopsis of Proposer's organizational business structure and Proposer's qualifications indicating its ability to manage and complete the proposed project.
2. Evidence that the Proposer is qualified to provide subsidized child care, Voluntary Prekindergarten and related services according to the mandates in this RFP or a plan to become qualified prior to Contract execution.
3. Evaluations of Proposer projects similar to the one proposed in the RFP or a parallel service delivery system, indicating success levels (previous experience is desired but not required).
4. Details of past experience managing rate agreements.
5. A description of the Proposer's previous or related experience working with the client population described in this RFP and the Proposer's performance. The description should include, but not be limited to, scope of similar or related services previously provided, geographical areas, staff specialties, programmatic capacity, experience with Rate Agreements or other similar agreement types, number of years providing child care and related services, and quantitative outcomes.
6. Description of the Proposer's past experiences in managing a transition process and working in cooperation with the previous provider (if applicable).
7. Details evidencing proposer's experience managing multiple funding streams for a single project.

## **6.5 DESCRIPTION OF APPROACH- QUANTITATIVE CRITERIA**

In narrative form, describe the plan for accomplishing the required services. Outline in the plan the scope and detail of how the proposed work would be accomplished. At a minimum, account for all services identified in the RFP.

### **A. Knowledge of and Commitment to School Readiness Services**

The response to this item should describe the Proposer's understanding of the respective mandates, goals, tasks and performance measures referenced in **Section 3** of this RFP. This section should include:

1. Provide a brief narrative that evidences your understanding of the need for, and purpose of, the services as presented in this RFP.
2. An overview of how the Proposer believes it will meet each of the major program goals in this RFP (**Section 3.4**). Discuss each goal separately. There should be a clear link between service description and goals.
3. A Plan with measurable objectives that will improve future services and outcomes. The plan should incorporate routine reviews of key performance measures. Processes and/or services should be clearly linked with expected outcomes.
4. A plan for targeted outreach, access to services for hard-to-reach families and special needs populations, and methods to locate and reach families who are not aware of School Readiness and Voluntary Prekindergarten services.

### **B. Proposer's Relationships With and Ability to Coordinate with Key Community Stakeholders**

This section should describe the Proposer's involvement with key stakeholders. This section must include:

1. Identification of critical relationships with key stakeholders, and descriptions of how the Proposer will communicate with each regarding the provision of coordinated services, improving quality of services, and programmatic issues. Proposer shall submit a diagram or outline that describes these critical relationships. Proposer should also include a sample of an Interagency Agreement which would serve to further the goals of the School Readiness and the Voluntary Prekindergarten Programs.
2. A description of how the Proposer will handle referrals for its services, transition from services, and disputes.
3. Letters of support from key community organizations/entities (as attachments and not part of the 40 pages).
4. Proposer's plan to provide assistance to the business/employer community in expanding the availability, affordability and quality of early learning and child care services by educating, recruiting, participating in the Child Care Executive Partnership Program.

**C. Quality Improvement Processes and Outcomes**

This section should describe how the Proposer would ensure successful outcomes for families, as referenced in **Section 3** of this RFP, and should include:

1. A description of the Proposer's internal quality processes, and links to program/service development, revision and customer/client outcomes. This shall include a quality improvement process that includes a systemic feedback mechanism to identify problem areas.
2. A description that clearly identifies bridges between services and expected outcomes. Strategy for utilizing feedback to improve service delivery and outcomes.
3. A description of the Proposer's system for handling customer service and skills, and professional development of the Proposer's employees as well as cost.
4. A customer satisfaction determination process that centers on the customer's experience with services and including a process to adapt services based on customer satisfaction data.
5. A complaint/conflict resolution process.
6. A summary of the Proposer's capacity to achieve the performance specifications and its procedures for administrative and programmatic accountability, including a description of how it will implement Coalition decisions and initiatives and manage other data collection issues.
7. A plan that describes how the Proposer will allocate resources to activities related to key processes and program activities.

**D. Management Information System**

Describe how the Proposer would manage data for internal quality improvement, reporting to the Coalition and managing client outcomes. This section should include:

1. A description of the Proposer's current management information system which includes, without limitation, a description, and plan to resolve, capacity issues (i.e. handling multiple funding streams and/or handling required volume of data in a reliable, efficient, time-efficient manner) and compatibility issues, etc.
2. A plan to accomplish data requirements as specified in this RFP.
3. A plan for aligning records and documentation with automated data.
4. A description of Proposer's experience with automated data management.
5. A plan for maintaining and retaining all documentation, information and records, to include all financial records, in accordance with applicable state and federal laws, rules and regulations and rules and policies of Florida's Office of Early Learning and the Coalition.
6. Describe the Proposer's system to collect and report accurate data; that its system enables it to timely report monthly; and that Proposer has the ability to respond to requests for consultation, ad hoc data, and reports.

**E. Child Care Resource & Referral, Eligibility and Enrollment**

This section describes how the Proposer intends to provide services, as described in **Section 3.8** of this RFP, to the target population. This section should include:

1. A description of an infrastructure for comprehensive School Readiness and Voluntary Prekindergarten services.
2. An outline of the Proposer's plan to provide simplified point-of-entry parent services, including assessment of child care and other family needs, referral and follow-up.
3. Brief description of how the waitlist will be managed.
4. An outline of the Proposer's plan to provide subsidized child care services to all eligible families referred utilizing providers with contracts within the limits of available Contract funding.
5. A detailed description of how the Proposer's will ensure that changes in enrollment procedures and internal processes are made when available funding and/or priorities change.
6. A description of the Proposer's intended telephone service delivery system, including hours of operation, and the use of technological and staffing resources to ensure the provision of a highly responsive, professionally staffed telephone service delivery system, which ensures calls are primarily answered by staff, and not a phone messaging system.
7. A description of the Proposer's intended plan to meet the needs of all parents/guardians for information, specific child care referrals, and other referrals.
8. A plan for consumer education on subsidies, tax credits, child care discounts, and access to special needs services.
9. A description of the Proposer's proposed consumer education services, including parent education concerning their role as their child's first teacher.
10. A plan for consumer education on how to choose quality child care, quality indicators, tips and techniques to secure child care and parental choice.
11. A brief description of how Resource and Referral services will be provided in parents' primary language.
12. A description of the process for the collection of data on the technical assistance, information, resources, and support provided.
13. A detailed description of how the Proposer will ensure that programmatic changes and internal process changes are made when available funding and/or priorities change.
14. A description of the process to conduct an annual market rate survey for the School Readiness program.

#### **F. CHILD SCREENINGS**

1. Description of Proposer's developmental screening services geared to non-profit organizations.
2. Description of the Proposer's expertise in child developmental screenings and related services to the target population.
3. Description of the Proposer's tools already in place that will be used to provide the services requested.
4. Description of how the Proposer's will meet qualifications of screeners/assessors.
5. Description of the Technology to be used to implement the requirements.
6. A description of the process on administering, analyzing results, and decision making on appropriate referrals.

#### **G. Provider Payment**

This section describes how the Proposer intends to provide services as described in **Section 3.8.2** of this RFP. This section should include:

1. A description of the Proposer's proposed payment/reimbursement process for providers in accordance with § 215.422, F.S. Must be familiar in the use and the OEL requirements as noted here:  
[http://www.floridaearlylearning.com/sites/www/Uploads/files/Oel%20Resources/Rules%20Guidance%20and%20Proposed%20Rules/Issued%20Program%20Guidance/ReimbursementRequestRequirements\\_240.06\\_PDF\\_ADA.pdf](http://www.floridaearlylearning.com/sites/www/Uploads/files/Oel%20Resources/Rules%20Guidance%20and%20Proposed%20Rules/Issued%20Program%20Guidance/ReimbursementRequestRequirements_240.06_PDF_ADA.pdf)
2. A description of Proposer's accounts payable/accounts receivable system.
3. A plan of proposed financial analyses to be conducted on a regular basis including, without limitation, trend analyses and projections. The plan should describe the analyses and how they will be used to make spending plans and recommendations.

4. A plan for the routine review, and amendment as needed, of payment records review policies and procedures, payment/reimbursement policies and procedures, records maintenance policies and procedures and other applicable policies and procedures.
5. A description of the Proposer's proposed "feedback loop" to ensure internal process changes and programmatic changes are made when available funding and/or priorities change.
6. A description of the management slot utilization which should include the methodology/procedure to ensure a balanced Coalition budget. This includes the description of a multi-stage plan to reduce projected deficits with the focus on minimal impact to the number of children in care. The Proposal should also address how deficits and/or disallowed costs will be resolved.
7. A description of a plan for managing required local match support from the community.
8. A description of a plan that addresses Proposer's proposed management of parent fees.

## **6.6 STAFFING PLAN**

The Proposal must include:

- A. A list of management staff, their qualifications and respective responsibilities.
- B. A staffing plan for direct services and administrative services including, without limitation, position descriptions and qualifications for each position, the total number of staff proposed for each position, organization of staff, and a timeline for hiring and training new staff for this project, if needed.
- C. Must have a program supervisor who has at least a master's degree in public administration or a related field and experience with early education and working with social services agencies, non-profit sector (experience with specialized therapy providers is a plus).
- D. The Proposer's table of organization indicating how the project staff fit into the total Proposer's organization, and how each member of the project staff relates to the other and the entire organization.
- E. A description of a hiring and training plan for all staff that ensures staff capability, meets training mandates (if applicable), and enhances services.
- F. A description of Proposer's employee turnover rate and how turnover and future recruitment and hiring issues will be managed.

## **6.7 Intentionally Omitted**

## **6.8 PROPOSER'S TRANSITION PLAN (WHERE APPLICABLE)**

A description of coordination activities with the previous Contractor to facilitate a smooth transition.

A list of tasks and their relation to completion dates that the Proposer will have to accomplish during the transition period between the execution of a Contract and the actual start date.

## **6.9 PROPOSED BUDGET AND FINANCIAL VIABILITY**

Evaluation of Proposals will include consideration of the total costs for each year as submitted by the Proposer. The Proposer's budget must include:

- A. A proposed budget for the **initial one (1) year contract period, July 1, 2017 – June 30, 2018**. Costs must be reasonable in relation to the proposed services. The Budget Narrative (Appendix E, Form A) should provide more clarity and detail on the various budget items. Each line item of the budget narrative must show the criteria used to compute the budget and the calculation used to derive the requested amount. The Budget Narrative (Appendix E, Form A) and the Individual Program Budget by Funding Source (Appendix E, Form B) should correspond and the calculations and totals should be accurate.
- B. The proposed budget must show the amount for the services proposed, broken down by service category, which may be modified during the Contracting process.
- C. All budget items must be clearly linked to services in Proposer's Proposal.

- D. For **each potential additional one (1) year contract renewals (2018/2019, 2019/2020)**. Using the correct workbook for each potential contract year and each funding source, identify those line items where an increase or decrease is anticipated, the anticipated % of increase/decrease, and the basis for the assumption. The budget narrative should also disclose any significant changes in services and how they are provided. Renewals may not include any compensation for costs associated with the renewal.
- E. Proposer shall complete and submit a complete budget (as separate, attached document) with its Proposal, and per this RFP's instructions. The completed budget includes the Excel Proposal Budget Worksheets by Program (Form A) and the Excel Proposal Staffing Detail Budget Worksheets (Form B), and attached hereto as Appendix E. **These completed budget documents are to be in a separate folder/binder and electronically stored compact disk, but packaged with the entire proposal.**
- F. Proposer shall submit the documents listed in **Section 4**.
- G. All proposers must demonstrate fiscal solvency, in accordance with the three financial viability tests, described in **Section 4.5**, utilized by the Coalition based on the most recent audited financial statements, with an unqualified opinion for Proposers.

## 6.10 EXHIBITS AND REQUIRED PROPOSER'S STATEMENT OR CERTIFICATIONS

Each copy of the Proposal must include a copy of those forms, affidavits, certifications and statements which comprise the Exhibits and other documents that are referenced on the *Fatal Criteria Checklist (Exhibit 11)*, except the *Notice of Intent to Submit a Proposal* which shall have been submitted by the deadline set forth on the **Calendar of Events**. All submissions requiring a signature shall be executed by an Authorized Official of Proposer. An "Authorized Official" means an officer of Proposer's organization who has legal authority to bind the Proposer to the provisions of the RFP. This is usually the President, Chair of the Board, Executive Director, or owner of the entity.

## 6.11 PROPOSAL CROSS REFERENCE TABLE

In order to assist in the development of a responsive Proposal, and to facilitate Proposal evaluation by the Coalition, the Proposer is **REQUIRED** to provide a table, **in the following format (and in correct outline order of the RFP)**, which cross references the contents of their Proposal with the contents of the RFP.

RFP Reference		PROPOSAL Reference		
Sec/Paragraph	Subject	Page(s)	Sec/Paragraph	Subject
6.1 A	Title Page	1	6.1	
6.2 (Exhibit 9)	RFP Acknowledgement Form	2		
6.3 (Exhibit 11)	Fatal Criteria Checklist	41	Exhibit 11	
6.4	History and Experience	7		

**Exhibit 1**

**NOTICE OF INTENT TO SUBMIT A PROPOSAL**

Date: \_\_\_\_\_

Request for Proposal **#RFP 1720-01**

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Solicitation #

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Name of Proposer

Child Care Resource & Referral, Child Eligibility & Enrollment, Child Developmental Screenings and Provider Payment

Services

\_\_\_\_\_

Proposer Contact Person

Title

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

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail:

\_\_\_\_\_

---

Name of Proposer's Project Director (if known)

---

Signature of Authorized Official

---

Print Name/Title

**“Authorized Official”** means an officer of Proposer's organization who has legal authority to bind the Proposer to the provisions of the RFP. This is usually the President, Chair of the Board, Executive Director or owner of the entity.

**Exhibit 2**

**ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS**

If the undersigned shall be awarded the Contract, it/we will comply with all of the terms and conditions specified in the RFP solicitation #RFP 1720-01 and contained in the Sample Core Service Provider Contract, attached to the RFP as Appendix "A."

Name of Business/Organization:

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Signature of Authorized Official (in blue ink)

---

Date

---

Name (Print)

---

Title (Print)

**Exhibit 3**

**STATEMENT OF ASSURANCES**

The Proposer represents and warrants to the Coalition that the following requirements and conditions will be completely satisfied by Proposer:

1. The Proposer will accept responsibility for meeting the outcomes and performance standards established by the Legislature and the Federal Government related to the services described in this RFP.
2. The Proposer will accept responsibility for implementation of transition activities to assure that there is no disruption in client care and services related to School Readiness programs and the VPK program.
3. The Proposer will accept responsibility for all required data collection and reports, including participation in the Enhanced Field System (EFS/SSIS).
4. The Proposer accepts responsibility for the establishment and maintenance of sufficient Management Information Systems capability to accomplish database coordination as required.
5. The Proposer assures the establishment of sufficient working capital, as required, to meet interim expenses and to maintain an ongoing cash flow.
6. The Proposer assures its understanding of §§ 1002.53, F.S., and assures the establishment of School Readiness services and VPK program services consistent with its provisions.
7. The Proposer agrees that if it is the successful Proposer, it shall provide all equipment and services required in compliance with all state and federal laws including, without limitation, the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 993-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if Proposer were an entity bound to comply with laws.

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Name of Proposer

---

Signature of Authorized Official (in blue ink)

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Date

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Print Name

---

Title

## Exhibit 3.5

### PROPOSER'S REPRESENTATIONS

In submitting a Proposal, the Proposer understands, represents and acknowledges the following (if the Proposer cannot so certify to any of the following, the Proposer shall submit with its Proposal a written explanation of why it cannot do so):

1. The Proposer is not currently under suspension or debarment by the State of any other governmental entity.
2. To the best of the knowledge of the person signing the Proposal, the Proposer, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding or otherwise responding on any public contract.
3. If awarded the Contract, Proposer agrees that all shareholders, officers, directors, senior management members and employees, agents, and representatives of the Proposer or any of its subcontractors or agents, at the discretion of the Coalition or as required by law, shall undergo a Level I or Level II background screening investigation (which findings shall be favorable) in order to provide any services or act in any capacity in connection with the RFP and the resulting Contract.
4. Proposer currently has no delinquent obligations to the Coalition or the State of Florida, including a claim by the Coalition or the State for liquidated damages under any other contract.
5. The submission of a Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
6. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Proposer or potential Proposer; neither the prices nor amounts, actual or approximate, have been disclosed to any Proposer or potential Proposer, and they will not be disclosed before the solicitation opening.
7. The Proposer has fully informed the Coalition, in writing, of all convictions of the firm, its affiliates, and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
8. Neither the Proposer nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - (i) Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - (ii) Has within a three (3) year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
9. The Proposer has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
10. If an award is made to the Proposer, the Proposer agrees that it intends to be legally bound to the Contract that is formed with the Coalition.
11. By submitting a Proposal herein, the Successful Proposer agrees that it shall comply, at all times, with all relevant federal, state and local confidentiality laws, rules and regulations, in addition to all confidentiality policies of the Coalition and Florida's Office of Early Learning.

12. That certain records that relate to the School Readiness Program and the Voluntary Prekindergarten Program are confidential pursuant to Section 411.011 and Section 1002.72, Florida Statutes, and confidential and exempt from the provisions of the Florida Public Records Law, Section 119.07(1), Florida Statutes. If awarded the Contract, Proposer agrees it shall protect all such records and the data contained therein that it receives from the Coalition or from any other source in a manner that will not permit the personal identification of students and their parents by persons other than those authorized to receive the records.
13. The Proposer has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting its Proposal, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the Proposal.
14. The Proposer agrees that it shall indemnify, defend, and hold harmless the Coalition and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Proposer's preparation of its Proposal.
15. All information provided by, and representations made by, the Proposer are material and important and will be relied upon by the Coalition in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Coalition of the true facts relating to submission of the Proposal.

---

Name of Proposer

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Signature of Authorized Official (in blue ink)

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Print Name/Title

---

Date

**Exhibit 4**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective recipient of federal assistance funds ("Proposer") certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding submission of this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach a written explanation to this Proposal.

---

Name of Proposer

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Print Name and Title of Authorized Official

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Signature of Authorized Official (in blue ink)

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Date

**Exhibit 5**

**SWORN STATEMENT PURSUANT TO SECTIONS 287.133(3) (A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by

\_\_\_\_\_ on behalf of \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state and federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or Contract for goods and services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
3. I understand the "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. an entity under the control of any natural person who is active in the management of the entity who has been convicted of a public entity crime. The term "affiliate" included those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which bids or applies to bid on Contracts for the provision of goods and services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate or the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
Name of Authorized Official (in blue ink)

\_\_\_\_\_  
Signature (in blue ink)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Personally known \_\_\_\_\_ Or  
produced identification \_\_\_\_\_

Name of Notary: \_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

Printed typed or stamped

(Commissioned name of notary public)

**Exhibit 6**

**NON-DISCRIMINATION STATEMENT**

Public Law 105-220, Sec. 188 Nondiscrimination

(a) *In General.*—

- (1) Federal financial assistance.—For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), or on the basis of race, color, or national origin under title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), programs and activities funded or otherwise financially assisted in whole or in part under this Act are considered to be programs and activities receiving Federal financial assistance.
- (2) Prohibitions of discrimination regarding participation, benefits, and employment.—No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education amendments of 1972), national origin, age, disability, or political affiliation or belief.
- (3) Prohibition on assistance for facilities for sectarian instruction or religious worship.—Participants shall not be employed under this title to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
- (4) Prohibition on discrimination on basis of participant status.—No person may discriminate against an individual who is a participant in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.
- (5) Prohibition on discrimination against certain non-citizens.—Participation in programs and activities or receiving funds under this title shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

The undersigned has read and agreed to the statements described above.

---

Name of Company/Organization

---

Print Name and Title of Authorized Official

---

Authorized Signatory (in blue ink)

Date

**Exhibit 7**

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee or member of congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned agrees that he/she/it shall require that the language of this certification be included in the award documents for all\* subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all\* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Name of Company/Organization

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Name and Title of Authorized Official

---

Signature (in blue ink)

Date

## Exhibit 8

### CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F and 45 CFR part 82,

The undersigned Authorized Official, in representation of the Proposer, attest and certify that the Provider will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Proposer's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform employees concerning:
  - 1. The dangers of drug abuse in the workplace.
  - 2. The policy of maintaining a drug-free workplace.
  - 3. Any available drug counseling, rehabilitation and employee assistance programs.
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph A.
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment, the employee will:
  - 1. Abide by the terms of the statement.
  - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency, in writing, ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected Contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is so convicted:
  - 1. Taking appropriate personnel action against such an employee, up to and including, termination consistent with the requirements of the Rehabilitation Act of 1973 as amended.
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local, health, law enforcement or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A - F.

It is not required to provide the workplace address. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the Contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific Contract including street addresses, city, county, state and zip code:

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Check ( ) if there are workplaces on files that are not identified here.  
Check ( ) if any additional page was required for the listing of the workplaces.

**CERTIFICATION**

I declare under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

---

Name of Company/Organization

---

Print Name and Title

---

Signature of Authorized Official (in blue ink)

---

Date

**Exhibit 9**

**REQUEST FOR PROPOSAL**

**STATEMENT OF NO INVOLVEMENT**

Proposer Name \_\_\_\_\_

Proposer Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

Total number of pages in the Proposal \_\_\_\_\_

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same material, supplies, equipment, or services and in all respects this Proposal is fair and without collusion or fraud. I agree to abide by all terms and conditions of RFP #RFP1720-01 and certify that I am authorized\* to sign the Proposal and that the offer is in compliance with all requirements of the RFP including, but not limited to, all certification requirements.

In addition, no member of this company has been:

1. Awarded a Contract by the Early Learning Coalition of Orange County on a noncompetitive basis to perform a feasibility study concerning the scope of work contained in this Solicitation, or
2. Participated in drafting this Solicitation

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COALITION MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.**

---

Signature of Authorized Official (blue ink only)

Date

---

Print Name and Title

**Exhibit 9B**

**REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM  
RFP #1720-01**

**NAME OF PROPOSER:**

\_\_\_\_\_

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

City/ State/ Zip:

\_\_\_\_\_

Telephone Number and Fax Number: (\_\_\_\_) \_\_\_\_\_ /  
(\_\_\_\_) \_\_\_\_\_

Web Page, and Email Address:

\_\_\_\_\_

Total Number of Pages in the Proposal \_\_\_\_\_

Total Number of Pages submitted as Attachments \_\_\_\_\_

As signatory on this proposal, I hereby certify that I have the authority to submit this application and that this proposal has been submitted without prior understanding, agreement or connection with any other corporation or firm or entity submitting a proposal in response to this Request for Proposal and has been prepared and submitted without collusion or fraud. I agree to abide by all conditions of this Proposal and I certify that I had the authority to execute this proposal.

In conducting negotiations with the Early Learning Coalition of Orange County, the Proposer offers and agrees that if this negotiation is accepted, the Proposer will convey, sell, assign, or transfer to the Coalition all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the Coalition. At the Coalition's discretion, such assignment shall be made and become effective at the time the Coalition tenders final payment to the Proposer.

I further acknowledge that I know I had the right to object to the form of the RFP but I have submitted without objection.

\_\_\_\_\_

Authorized Signature

Date

Name and Title (typed)

\_\_\_\_\_

**Exhibit 10**

**NON-COLLUSIVE AFFIDAVIT**

State of Florida County of \_\_\_\_\_.

\_\_\_\_\_ (Name of Official) being first duly sworn,  
deposes and says that:

1. He/she is the [CIRCLE ONE]: (Owner, Partner, Officer, Representative or Agent) of the Proposer that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Proposer, or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signature of Authorized Official (blue ink): \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Name of Proposer:** \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, **20\_\_**, by the afore mentioned individual, who is

personally known to me: \_\_\_\_\_ or Produced his \_\_\_\_\_ as identification.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC SEAL OF OFFICE/Stamp \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**Exhibit 11**

INITIAL SCREENING for **Solicitation Number: # RFP 1720-01**

Child Care Resource & Referral, Eligibility & Enrollment, Child Developmental Screenings and Provider Payment

**Proposer**

Proposer Contact Person (must sign below) \_\_\_\_\_

Title \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail address: \_\_\_\_\_

<b>FATAL CRITERIA CHECKLIST</b>	<b>Proposer Check (√)</b>	<b>Coalition (√)</b>
1. Did the Proposer submit one (1) original, six (6) copies, one (1) electronic copy of the programmatic proposal and one (1) electronic copy of the budget proposal saved in word/excel format (other than for documents requiring signatures) on a compact disk?		
2. Was the Proposal (including all accompanying forms requiring signature) signed by a duly authorized officer of the applying organization, and was proof of authorization included, if needed?		
3. Does the Proposal include the signed Statement of No Involvement form? <b>(Exhibit 1)</b>		
4. Does the Proposal include the signed Acceptance of Contract Terms and Conditions? <b>(Exhibit 2)</b>		
5. Does the Proposal include the signed Statement of Assurances? <b>(Exhibit 3)</b>		
6. Does the Proposal include an original signed and dated Proposer's Representations? <b>(Exhibit 3.5)</b>		
7. Does the Proposal include the signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts? <b>(Exhibit 4)</b>		
8. Does the Proposal include an original signed and dated Sworn Statement Pursuant to Section 287.133(3)(A), F.S., on Public Entity Crimes? <b>(Exhibit 5)</b>		
9. Does the Proposal include an original signed and dated Discrimination Statement? <b>(Exhibit 6)</b>		
10. Does the Proposal include an original signed and date Certification Regarding Lobbying Form? <b>(Exhibit 7)</b>		
11. Does the Proposal include a completed original, signed and dated, Certification Regarding Drug-Free Workplace? <b>(Exhibit 8)</b>		
12. Does the Proposal include the original signed and dated Request for Proposal Acknowledgement Form? <b>(Exhibit 9)</b>		
13. Does the Proposal include an original signed and dated Non-Collusive Affidavit? <b>(Exhibit 10)</b>		
14. Did the Proposer submit a timely Notice of Intent to Submit a Proposal in accordance with the Calendar of Events for this solicitation? <b>(Exhibit 1)</b>		

15. Did the Proposer submit a signed Exhibit 12- Financial and Compliance Audit?		
16. Did the Proposer submit a signed Exhibit 13 –OEL Assurances and Certifications?		

---

Signature of Authorized Official (blue ink only)

Date

## Exhibit 12

### FINANCIAL AND COMPLIANCE AUDIT

**Relationship:** The Coalition has identified the selected Proposer as a sub recipient. For all sub recipients, the described audit requirements will apply as described here. Based on estimated funding for this grant, the following audit requirements apply:

Federal Single Audit Act (2 CFR §200) Florida Single Audit Act (s. 215.97, F.S.)

The administration of resources awarded by the Office of Early Learning (OEL) and of all related public, private funds and local resources received and expended for the state's early learning programs will be subject to audits and monitoring by the Office as described in this attachment.

**Monitoring:** In addition to reviews of audits conducted in accordance with 2 CFR §200 and s. 215.97, F.S., as revised, the Coalition and/or OEL may conduct or arrange for monitoring of the Proposer's activities. Such monitoring activities may include, but are not limited to, onsite visits by Coalition staff or contracted consultants, limited scope audits as defined by 2 CFR §200, and/or other procedures. By entering into the agreement, the Proposer agrees to comply and cooperate with any monitoring procedures/processes the Coalition deems appropriate. The Proposer further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the USDHHS, the Florida DFS or the Florida Auditor General.

For State or local government entities, a Single Audit performed by the Auditor General shall satisfy the requirements of this attachment.

#### **PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a state or local government or a non-profit organization as defined in Code of Federal Regulations (CFR) Title 2, Subtitle A, Chapter II, Part 200, Subpart F Part 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart F-Audit Requirements (AKA Super Circular), as revised. The CFR can be found in: [http://www.ecfr.gov/cgi-bin/text-idx?SID=2067a16fcda86574fb24bbac8f7bb4f2&mc=true&node=se2.1.200\\_1501&rgn=div8](http://www.ecfr.gov/cgi-bin/text-idx?SID=2067a16fcda86574fb24bbac8f7bb4f2&mc=true&node=se2.1.200_1501&rgn=div8)

**Audit required.** A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

**Single audit.** A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph c of this section.

**Program-specific audit election.** When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

**Exemption.** When Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

**Federally Funded Research and Development Centers (FFRDC).** Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

**Sub recipients and Contractors.** An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient is subject to audit under this part. The

payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

A website that provides links to several Federal Single Audit Act resources can be found at: <https://harvester.census.gov/facweb>.

## **PART II: STATE FUNDED**

The provisions of this part are applicable if the Contractor is a non-state entity as defined by section 215.97(2), Florida Statutes (the Florida Single Audit Act).

In the event the Contractor expends \$500,000 or more of state financial assistance in any fiscal year, the Contractor must have a state single or project-specific audit conducted in compliance with s. 215.97, F.S.; applicable rules of DFS and chapter(s) 10.550 (Local Governmental Entities) or 10.650 (Nonprofit and For-Profit Organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DOE, other state agencies and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

In connection with the state-funded audit requirements above, the Contractor shall ensure the audit complies with the requirements outlined in s. 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the Contractor expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Contractor's resources obtained from other than state entities).

Pursuant to s. 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with s. 215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits.

Additional information regarding the Florida Single Audit Act can be found at: <https://apps.fldfs.com/fsaa/>.

## **PART III: REPORT SUBMISSION**

The Contractor shall submit copies of reporting packages (including proof for the receipt date by the Contractor, any management letter(s) issued by the auditor and corrective action plan responses prepared by the Contractor) for audits conducted in accordance with 2 CFR §200 Subpart F, directly to the address indicated below.

Note: For the address noted with an asterisk (\*) below, copies of reporting packages shall include the internal control work papers from the auditor(s) performing their annual independent financial statement audit.

Submit one paper copy by mail and one electronic copy by email of the financial reporting package to the Coalition at the following address:

ELCOC Chief Administrative Officer \*  
PO Box 54387 | Orlando, Florida 32854  
email: [jalmanza@elcoc.org](mailto:jalmanza@elcoc.org)

The Federal Audit Clearinghouse (FAC), in 2 CFR §200, requires the auditee to electronically submit the data collection form described in §200.512(b) and the reporting package described in §200.512(c), to FAC at: Federal Audit Clearinghouse's Internet Data Entry System.

The Contractor shall indicate in correspondence accompanying the reporting packages the date the auditors to the Contractor delivered the reporting package to the Contractor.

All items Auditor General Rule 10.656(3) requires, as described on the Auditor General's Financial Reporting Package Submittal Checklist and the related checklist instructions, must be included for a reporting package to be considered complete.

By signing below, the Proposer, through the duly appointed undersigned representative, certifies and assures that it shall fully comply with the applicable audit requirements outlined in this attachment.

---

Name of Proposer

---

Signature of Authorized Official (blue ink only)

Date

---

Print Name and Title

## Exhibit 13

### OEL ASSURANCES AND CERTIFICATIONS

The Early Learning Coalition will not award a contract ("Contract") where the Contractor has failed to accept the Assurances and Certifications contained in this **EXHIBIT C**. In performing its responsibilities under the Contract, the Contractor hereby certifies and assures that it will fully comply with the following:

- A. **Assurances – Non-Construction Programs (SF 424 B)**
- B. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transaction**
- C. **Certification Regarding Lobbying**
- D. **Certification Regarding Drug-Free Workplace Requirements**
- E. **Certification Regarding Convicted Vendor List and Discriminatory Vendor List**
- F. **Certification Regarding Separation of Voluntary Prekindergarten Education Program and School Readiness Program Funds section 1002.89(5) Florida Statutes, as amended, section 1002.71(1) and (7) Florida Statutes and 45 C.F.R. § 98.54**
- G. **United States Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995**
- H. **Trafficking Victims Protection Act of 2000 (TVPA), as amended, (22 U.S.C. 7104(g))**
- I. **Certification Regarding Environmental Tobacco Smoke - The Pro-Children Act of 2001**
- J. **Subrecipient Monitoring**
- K. **Certification Regarding Immigration Status**
- L. **Certification Regarding Standards of Conduct**
- M. **Certification Regarding Prohibition for Distribution of Funds to the Association of Community Organization for Reform Now (ACORN)**
- N. **"The Transparency Act" (as defined in 2 CFR Part 170)**
- O. **Protection of Human Subjects Assurance Identification/Certification/Declaration (Common Federal Rule).**
- P. **Certification of Filing and Payment of Federal Taxes [pdf 40k] Applicable if Grant Agreement exceeds five million dollars. See the pdf file.**
- Q. **Equal Employment Opportunity (E.E.O.)**
- R. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 S.C. 1251 et seq.), as amended**
- S. **Energy Efficiency**
- T. **Scrutinized Companies Lists**
- U. **Omnibus Budget Reconciliation Act**
- V. **Americans with Disabilities Act of 1990**
- W. **Rights to Inventions Made Under Contract or Agreement**
- X. **Construction or Renovation of Facilities Using Program Funds**
- Y. **Office of Management and Budget (OMB) Circulars**
- Z. **Compliance with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)**
- AA. **Certification Regarding Background Screening**
- BB. **Compliance with Sarbanes-Oxley**
- CC. **Certification Regarding Nondiscrimination and Equal Opportunity Assurance**
- DD. **Davis Bacon Act, as amended (40 USC 176a, et seq.).**

By signing the Contract as well as below, the Contractor is providing the above assurances and certifications as detailed below:

**A) ASSURANCES – NON-CONSTRUCTION PROGRAMS.**

NOTE: Certain of these Assurances may not be applicable to the Contractor's project or program. If you have questions, please contact the Coalition.

As the duly authorized representative of the Contractor, I certify that the Contractor:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay for the non-Federal share of project cost) to ensure proper planning, management and completion of the Agreement.
2. Will give the awarding agency, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the Coalition.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728 – 4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
7. Will comply with, or has already complied with, the requirements of titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. ss. 1501-1508

and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. ss. 276a to 276a7), the Copeland Act (40 U.S.C. ss. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. ss. 327-333) regarding labor standards for federally assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. ss. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. ss. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. ss. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. s. 470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. ss. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. ss. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. ss. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.

**B) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

The prospective Contractor, through the duly appointed undersigned representative, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency. The Federal Excluded Parties list is currently located at <https://www.epls.gov/> and also available passing through the Florida Department of Management Services website at:

[http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists/convicted\\_vendor\\_list](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list)

The United States Department of Agriculture Food Program's National Disqualification List is available through the Florida Department of Health.

2. Have not, within a three-year period preceding the Agreement, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B.2. of this certification; and/or

4. Have not, within a three-year period preceding the Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to the Agreement.

**C) CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned, as a duly authorized representative of the Contractor, certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form

– LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Please refer to Attachment 5, Exhibit A.

**D) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Pursuant to the Drug-Free Workplace Act of 1988: 45 C.F.R. Part 76, Subpart F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b), the Contractor, through the duly appointed undersigned representative, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
  - a. The dangers of drug abuse in the workplace.
  - b. The policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the Agreement, the employee will:
  - a. Abide by the terms of the statement.
  - b. Notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the Coalition in writing within ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Agreement Manager/Grant officer on whose Agreement/Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Agreement(s)/Grant(s).
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local, health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

Notwithstanding the foregoing, it is not required to provide the workplace address under this Agreement. As of today, the specific sites have been disclosed to the Coalition and the Parties and we have agreed not to require the specific addresses, with the understanding that if any of the identified places change during the performance of this Agreement, the Contractor will inform the Coalition of the changes in writing within five (5) days of the change.

The Contractor will inform the Coalition of any changes relevant to the provisions of this section in writing, within five (5) days of the change.

**E) CERTIFICATION REGARDING CONVICTED VENDOR LIST AND DISCRIMINATORY VENDOR LIST**

The Contractor hereby certifies, through the duly appointed undersigned representative, that neither it, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list, or discriminatory vendor list pursuant to s. 287.134, Florida Statutes, all of which are located at:

[http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists/convicted\\_vendor\\_list](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list).

The Contractor understands and agrees that it is required to inform the Coalition immediately upon any change of circumstances regarding this status.

**F) CERTIFICATION REGARDING SEPARATION OF VOLUNTARY PREKINDERGARTEN EDUCATION PROGRAM AND SCHOOL READINESS PROGRAM FUNDS, SECTION 1002.89 (5) FLORIDA STATUTES, AS AMENDED, SECTION 1002.71(1) AND (7) FLORIDA STATUTES and 45 C.F.R. § 98.54**

The VPK and the SR programs are independent programs, funded by separate state and federal sources. All expenditures made and fiscal records maintained by the Contractor shall reflect the separation of the expenditure of funds.

The Contractor hereby certifies that:

All SR (Child Care Development Fund, Temporary Assistance to Needy Families, Social Services Block Grant and General Revenue) funds will be expended solely for the operation of the SR programs; and shall be distinctive and clearly identifiable in all fiscal records maintained by the Contractor. All state general revenue funds awarded for the operation of the Voluntary Prekindergarten Education Program shall be used solely in the operation of the Voluntary Prekindergarten Education Program and shall be distinctively and clearly identifiable in all fiscal records maintained by the Contractor.

**G) UNITED STATES DEPARTMENTS OF LABOR, HEALTH AND HUMAN SERVICES, AND EDUCATION AND RELATED AGENCIES APPROPRIATIONS ACT OF 1995**

In accordance with the Terms and Conditions of the United States Health and Human Services Administration for Children and Families Child Care and Development Fund, the Contractor shall comply with section 507, P.L. 103-333. To the extent practicable, all equipment and products purchased with funds made available in this Act should be American-Made.

**H) TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (TVPA), as amended, (22 U.S.C. 7104(g))**

This Agreement is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)). The following award term is hereby adopted and incorporated herein by reference as if fully set forth herein:

[http://www.acf.hhs.gov/grants/award\\_term.html](http://www.acf.hhs.gov/grants/award_term.html).

In accordance with the Terms and Conditions of the United States Health and Human Services Administration for Children and Families Child Care and Development Fund, the Contractor shall

comply with section 106(g) of the Trafficking Victims Protection Act of 2000. In each agency award (i.e., grant or cooperative agreement) under which funding is provided to a private entity, section 106(g) of the Trafficking Victims Protection Act of 2000, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or sub awards under the award.

**I) CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE □ THE PRO □ CHILDREN ACT OF 2001**

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, lease, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facility are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

**J) SUBRECIPIENT MONITORING**

The Contractor certifies that it has established and shall implement fiscal and programmatic monitoring procedures for its sub-Contractors.

**K) CERTIFICATION REGARDING IMMIGRATION STATUS**

The Contractor certifies that it agrees to comply with the provisions of section 432 of the Personal Responsibility and Work Opportunity Reconciliation Act (42 USC § 1611), ensuring that only individuals eligible for Child Care Development Fund ("CCDF") services receive them.

**L) CERTIFICATION REGARDING STANDARDS OF CONDUCT**

The Contractor certifies that it shall comply with the provisions of the Health and Human Services Grants Policy Statement and 45 C.F.R. 92.36(b)(3) regarding standards of conduct by establishing safeguards to prohibit employees and board members from using their positions for any purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

**M) CERTIFICATION PROHIBITING DISTRIBUTION OF FUNDS TO THE ASSOCIATION OF COMMUNITY ORGANIZATION FOR REFORM NOW (ACORN)**

In accordance with Public Law 111-117, no federal funds made available under this Agreement may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, no federal funds may be provided to any covered organization as defined in H.R. 3571, the Defund ACORN Act.

**N) "THE TRANSPARENCY ACT" (as defined in 2 CFR Part 170)**

The following award term is hereby adopted and incorporated herein by reference as if fully set forth herein:

HHS now requires this program award to adhere to the Sub-award and Executive Compensation reporting requirements of "the Transparency Act" (as defined in 2 CFR Part 170). Under the Transparency Act all sub awards (as defined in 2 CFR Part 170) over \$25,000 must be reported, unless exempted. Please see the newly applicable Award Term for Federal Financial Accountability and Transparency Act (FFATA) at the following URL: [http://www.acf.hhs.gov/grants/award\\_term\\_ffata.html](http://www.acf.hhs.gov/grants/award_term_ffata.html).

**O) Protection of Human Subjects Assurance Identification/Certification/Declaration (Common Federal Rule). Please refer to Attachment 5, Exhibit B.**

**P) Certification of Filing and Payment of Federal Taxes [pdf 40k] Applicable if Agreement exceeds \$5 million dollars. Please refer to Attachment 5, Exhibit C.**

**Q) EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)**

The Contractor agrees that it shall comply with Executive Order (E.O.) No. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp. p. 339), September 24, 1965, as amended by

E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," of October 13, 1967, and as supplemented by Department of Labor regulations (41 CFR part 60), "Office of Federal Compliance Programs, Equal Opportunity, Department of Labor". See 45 CFR 92.36(i)(3).

**R) CLEAN AIR ACT (42 U.S.C. 7401 ET SEQ.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 ET SEQ.), AS AMENDED**

If this grant or contract is in an amount in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). See 45 CFR 92.36(i)(12).

**S) ENERGY EFFICIENCY**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163). See 45 CFR 92.36(i)(13).

**T) SCRUTINIZED COMPANIES LISTS**

Scrutinized Companies Lists Provisions and Certification - section 287.135, Florida Statutes - If this Agreement is for goods or services of \$1 million or more and entered into or renewed on or after July 1, 2011, then the Coalition may terminate this contract at its sole option if the Contractor is found to have submitted a false certification as provided under subsection (5) of s. 287.135, F.S., or been placed on the Scrutinized Companies with Activity in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to s. 215.473, F.S.

If this Agreement is in the amount of \$1 million or more, in accordance with the requirements of s. 287.135, F.S., Contractor, by signing this Agreement, hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**U) OMNIBUS BUDGET RECONCILIATION ACT**

Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation, or beliefs.

**V) AMERICANS WITH DISABILITIES ACT OF 1990**

The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.

**W) RIGHTS TO INVENTIONS MADE UNDER CONTRACT OR AGREEMENT**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the Contractor in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Coalition.

**X) CONSTRUCTION OR RENOVATION OF FACILITIES USING PROGRAM FUNDS**

The Contractor is aware that federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

**Y) OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS**

The CONTRACTOR agrees that, if applicable, it shall comply with all applicable OMB circulars, such as A- 21, A-87, A-102, A-110, A-122, and A-133, as applicable.

**Z) COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)**

The Health Insurance Portability and Accountability Act of 1996 requires that covered entities have and apply appropriate sanctions against members of their workforce who fail to comply with Privacy Policies and Procedures of the entity or the requirements of 45 CFR § 164.530 (e) (1). The Health Information Technology for Economic and Clinical Health Act, as part of the American Recovery and Reinvestment Act of 2009, expanded HIPAA's scope to apply to business associates, implements certain privacy requirements, expands notification requirements due to breaches of Public Health Information, outlines restrictions on the sale and disclosure of Public Health Information, and provides for periodic audits, formal investigation complaints, and civil monetary penalties. Accordingly, it is the intention of the Coalition to seek to ensure the confidentiality and integrity of consumer or employee protected health information (PHI) as required by law, professional ethics, and accreditation or licensure requirements. The Coalition requires compliance with all applicable provisions of HIPAA and HITECH.

Any person or entity that performs or assists the Coalition with a function or activity involving the use or disclosure of individually identifiable health information (IIHI) and/or PHI shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009. HIPAA mandates privacy, security and electronic transfer standards which include but are not limited to:

1. Use of information only for performing services required by the Agreement or as required by law;
2. Use of appropriate safeguards to prevent unauthorized disclosures;
3. Reporting to the Coalition of any unauthorized use or disclosure;
4. Assurances that any agents and sub-Contractors of Contractor agree to the same restrictions and conditions that apply to the Contractor and provide reasonable assurances that IIHI/PHI will be held confidential;
5. Making PHI available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to the Coalition for an accounting of any authorized and unauthorized disclosures; and

8. Making all internal practices, books and records related to PHI available to the Coalition for compliance audits.

PHI shall be maintained in its protected and confidential status regardless of the form or method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including, specifically, a description of the types of uses and disclosures that may be made with PHI.

HITECH imposes additional regulations, which include but are not limited to:

- a. Violations of the HIPAA privacy and security rules can be enforced directly against business associates.
- b. Removal of certain identifiers of an individual or of relatives, employers, or household members of the individual to prevent breaches of requirements;
- c. Expanded notification requirements due to breaches of an individual's PHI, obligating covered entities and business associates to notify individuals of breaches of their PHI;
- d. Restrictions on the sale and disclosure of an individual's PHI;
- e. Imposition of a "minimum necessary" standard regarding collection of information;
- f. Requirement of periodic audits and formal investigation complaints, and the potential imposition of monetary penalties.

Business associates will be required to indemnify the Coalition from and against any and all claims, losses, liabilities, costs and other expenses resulting from or relating to the acts or omissions of the business associate in connection with the Business Associate's obligations and responsibilities under HIPAA and HITECH.

Customer and employee PHI shall be regarded as confidential and may not be used or disclosed except to authorized persons for authorized purposes. Access to PHI shall only be permitted for direct customer care, approved administrative or supervisory functions or with approval of the appropriate Contractor staff designated as the Privacy Officer, Executive Director or Human Resource Director by the Contractor.

## **AA) CERTIFICATION REGARDING BACKGROUND SCREENING**

1. Any Contractor or sub-Contractor who meets the definition of "Qualified Entity" as defined in s. 943.0542, F.S.:

"Qualified Entity" means a business or organization, whether public, private, operated for profit, operated not for profit, or voluntary, which provides care or care placement services, including a business or organization that licenses or certifies others to provide care or care placement services:

- a. Shall register with the Florida Department of Law Enforcement (FDLE) and have all of its employees assigned to work on this Agreement screened in a manner consistent with Section 943.0542, F.S.
- b. Shall ensure that any sub-recipient or sub-Contractor it retains who also meets the definition of "Qualified Entity" to also register and have all of its employees assigned to work on this Agreement (or Contract) screened in a manner consistent with Section 943.0542, F.S.
- c. Shall maintain on file at the Contractor for appropriate monitoring and audit purposes verification for all personnel of Contractor and of any sub-recipient or sub-Contractor, if applicable, assigned to work on this Agreement of:
  - 1) Passing the level 2 background screening standards as set forth in s. 435.04 F.S.,
  - 2) The highest level of education claimed, if required for the position,
  - 3) All applicable professional licenses claimed, if required by the position, and
  - 4) Applicable employment history, if required by the position.
- d. Shall obtain no later than ten days after beginning employment, and subsequently

maintain on file at the Contractor for appropriate monitoring and audit purposes the above verification for new personnel assigned to this Agreement.

- e. A level 2 background screening no earlier than five years before the effective date of this Agreement shall be accepted as in compliance with this provision.
  - f. Shall update the background screening before the anniversary date of the initial background screening check, and every five years thereafter, if the individual continues to perform under this Agreement.
  - g. Shall redo the background screening if there is a ninety day lapse in employment from working on this Agreement in which case the person shall be rescreened before being assigned to this Agreement.
  - h. Shall arrange for and pay all the costs for background screenings.
2. Any Contractor or Sub-Contractor who does not meet the definition of “Qualified Entity” shall nevertheless comply with all of the above standards except a level 1 background screening is substituted for a level 2 screening. The level 1 screening shall include submission of fingerprints as opposed to only a name check.
3. Contractor shall:
- a. Require each employee it assigns to this Agreement to notify the Contractor within ten days of being arrested for any criminal offense.
  - b. Review the alleged offense, determine if the offense is one that would exclude the employee under a level 2 screening, and if so remove the employee from work on this Agreement.
  - c. The employee may not return to work on this Agreement until cleared of all charges.
4. Sub-recipient or Sub-Contractor
- a. Require each employee it assigns to a contract or subcontract with the Contractor to notify the Contractor within ten days of being arrested for any criminal offense.
  - b. Review the alleged offense, determine if the offense is one that would exclude the employee under a level 2 screening, and if so remove the employee from work on the contract or subcontract.
  - c. The employee may not return to work on the contract or subcontract until cleared of all charges.

#### **BB) COMPLIANCE WITH SARBANES-OXLEY**

The Contractor shall comply with the following provisions of the Sarbanes-Oxley Act:

1. Contractor agrees not to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation;
2. Contractor agrees not to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse.

#### **CC) CERTIFICATION REGARDING NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE**

As a condition of this Agreement, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;

2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contractor also assures that it will comply with 29 C.F.R. Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I – financially assisted program or activity. The Contractor understands that the Coalition and the United States has the right to seek judicial enforcement of the assurances.

**DD) Davis-Bacon Act, as amended (40 USC 276a, et seq.)**

When federal program legislation requires, all construction contracts of more than \$2,000 the recipients and sub recipients award shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6 and 7.

By signing below, the Contractor, through the duly appointed undersigned representative, certifies and assures that it will fully comply with the applicable assurances outlined in parts A through DD, above.

**CONTRACTOR  
[INSERT NAME]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A**

“DRAFT” CORE CONTRACT

**(IN SEPARATE PDF DOCUMENT ATTACHED TO RFP ANNOUNCEMENT)**

## APPENDIX B

### For Coalition use Only

#### RFP EVALUATION AND SELECTION TOOL

Solicitation Number: RFP 1720-01

Name of Proposer Company/Organization \_\_\_\_\_

(Legal Name from Request for Proposal Acknowledgement form)

Proposal Review Committee Member \_\_\_\_\_  
(Name printed)

#### Scoring Criteria and Procedure

1. A Proposal Review Committee will assess each response utilizing the evaluation tool contained in this Appendix B of this RFP.
2. Section A of the criteria lists the minimum requirements (Preliminary Criteria) that all proposals must satisfy. Points are **not** awarded for this section. However, a proposal with a "NO" response to one or more of these requirements will automatically disqualify a Proposer from further consideration.
3. Proposers' responses to each criterion will be assessed and awarded a point value as follows:
4. Each proposal will be awarded a total point value by each committee member by either evaluating the entire proposal, or evaluating either the Programmatic sections or the Administrative/Fiscal sections.
5. The quantitative evaluation criteria is based on the minimum programmatic requirements set forth in Section 3 and assigns a maximum point value to a series of questions that ensure the respondents have satisfactorily addressed each and all requirements.
6. Responses should be concise and comply with RFP page limit of 40 pages (Excluding budget proposal and Exhibits).
7. Each section of the scoring tool includes a maximum (possible) score for informational purposes only.
8. The Total Possible Score is 100 for the entire response/proposal.

**APPENDIX B CONTINUED**

**PRELIMINARY CRITERIA**

*(If any are not met, the response cannot be considered further.)*

Name of Proposer Organization which is subject of this review \_\_\_\_\_

Coalition Staff Reviewer (Section A only): \_\_\_\_\_ (Name printed)

<b>FATAL/Preliminary CRITERIA CHECKLIST</b>		
1. Did the Proposer submit one (1) original, six (6) copies, and one (1) electronic copy of both the Programmatic Proposal and the Budget Proposal by the data and time specified in the RFP?	Yes	No
2. Was the Proposal (including all accompanying forms requiring signature) signed by a duly authorized officer of the applying organization, and was proof of authorization included, if needed?	Yes	No
3. Does the Proposal include the signed Statement of No Involvement form? <b>(Exhibit 12)</b>	Yes	No
4. Does the Proposal include the signed Acceptance of Contract Terms and Conditions indicating that the Proposer agrees to all Coalition requirements, terms and conditions in the RFP and the Coalition's Sample Core Service Provider Contract? <b>(Exhibit 2)</b>	Yes	No
5. Does the Proposal include the signed Statement of Assurances? <b>(Exhibit 3)</b>	Yes	No
6. Does the Proposal include an original signed and dated Proposer's Representations? <b>(Exhibit 3.5)</b>	Yes	No
7. Does the Proposal include the signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts? <b>(Exhibit 4)</b>	Yes	No
8. Does the Proposal include an original signed and dated Sworn Statement Pursuant to Section 287.133(3)(A), F.S., on Public Entity Crimes? <b>(Exhibit 5)</b>	Yes	No
9. Does the Proposal include an original signed and dated Discrimination Statement? <b>(Exhibit 6)</b>	Yes	No
10. Does the Proposal include an original signed and date Certification Regarding Lobbying Form? <b>(Exhibit 7)</b>	Yes	No
11. Does the Proposal include a completed original, signed and dated, Certification Regarding Drug-Free Workplace? <b>(Exhibit 8)</b>	Yes	No
12. Does the Proposal include the original signed and dated Request for Proposal Acknowledgement Form? <b>(Exhibit 9)</b>	Yes	No
13. Does the Proposal include an original signed and dated Non-Collusive Affidavit? <b>(Exhibit 10)</b>	Yes	No
14. Did the Proposer submit a timely Notice of Intent to Submit a Proposal in accordance with the Calendar of Events for this solicitation? <b>(Exhibit 1)</b>	Yes	No

**If all responses are "yes", continue to next section. If one or more are "no", the response/proposal is disqualified. No further evaluation is to be done.**

**APPENDIX B CONTINUED**

**FOR COALITION USE ONLY**

**QUANTITATIVE EVALUATION  
CRITERIA**

**Scoring Reponses:** Each evaluator is to assign a score for each evaluation criteria based upon his/her assessment of the solicitation response. The assignment of any individual score should be based upon the factors described below.

**Name of Proposer Organization for response which is subject of this review:**

---

**REVIEWER:** \_\_\_\_\_

**HISTORY AND EXPERIENCE**

Criteria	Indicators	Maximum Score = 20	Score:
<b>6.4</b> General Specifications- Proposer's history and Experience	1. The organizational history and background of successful implementation of prior comprehensive projects provides specific indications for success of this program. 2. Over 3 years of experience operating similar programs.	20	

**Sub-Total** \_\_\_\_\_

**PROGRAM MANAGEMENT**

Criteria	Indicators	Maximum Score= 10	Score
<b>6.5</b> Program Management	1. Proposal describes in detail program management scheme including an organizational and program flow chart of program's management.	2	
<b>6.5.E.</b> CCR&R, Eligibility and Enrollment	2. Narrative explains a logical process: from the resource and referral, the parent portal or face-to-face intake, seamless provider payment setup and child screening process and services.	2	
<b>6.5.F.</b> Child Screenings	3. Narrative explains vast knowledge of the ASQ3 screening tool, referral, and follow up process and services for children whose ASQ-3 results indicate a concern as identified in Rule 6M-4.720 and are in need of referral services.	4	
<b>6.5.B.</b> Community relationships	4. Narrative provides examples of related-agencies and the ability to collaborate with community agencies. 5. A description for managing local match support from the Community.	2	

**Sub-Total** \_\_\_\_\_

**APPENDIX B CONTINUED**

**Scoring Factors - GENERAL SPECIFICATIONS**

**STAFFING – SECTION 3.10 – 3.11**

Criteria	Indicators	Maximum Score = 15	Score
<b>6.6 Staffing</b>	1. Staffing narrative and organizational chart provide clear descriptions of each position needed to implement the work plan. 2. Roles are shown as necessary and reasonable.	5	
	3. Staffing plans indicate exemplary levels of education of identified staff as needed and identified by job responsibilities.	4	
	4. The Proposal includes sufficient evidence that the Proposer is qualified to provide the services and other related services according to the mandates of the RFP, or a plan to become qualified prior to Contract execution. 5. Individuals in management roles reflect vast experience in managing the types of programs described in this RFP. Turn-over rates in management is low (at least 5-10 years of working at the Proposer’s company). 6. The Proposal includes a staffing plan that includes direct services, administrative services, numbers of staff, qualifications, organization of staff, and timelines for hiring and training new staff, if needed.	6	

**Sub-Total** \_\_\_\_\_

**MANAGEMENT INFORMATION SYSTEMS – SECTION 3.12**

Criteria	Indicators	Maximum Score= 5	Score
<b>6.5.D.</b> Management Information systems and technology adequate to meet the data requirements of this contract.	1. Description of current Management Information Systems is sufficient and includes a description of capacity issues, compatibility issues, etc. 2. A sufficient plan to accomplish data requirements of the RFP is included. 3. A plan for aligning records and documentation with automated data. 4. Proposer has experience with automated data management.	3	
<b>6.5.C and 6.5.D –</b> Quality Improvement and Management Information System	1. The Proposal includes an appropriate plan for documentation and record maintenance. 2. Internal quality processes and links presented include a systemic feedback mechanism to identify and resolve problem areas.	2	

**Sub-Total** \_\_\_\_\_

**APPENDIX B CONTINUED**

**SERVICE DELIVERY- CCR&R, COMMUNITY OUTREACH, ELIGIBILITY AND ENROLLMENT, CHILD SCREENINGS – Section 3.3.A**

Criteria	Indicators	Maximum Score=20	Score
<p><b>6.5.E.</b> The Proposer understands that child care resource and referral is the simplified-point-of-entry to child care services in Orange County.</p>	<ol style="list-style-type: none"> <li>1. Describes an adequate infrastructure for comprehensive SR &amp; VPK services.</li> <li>2. Offers a plan to implement a simplified point-of-entry (to child care services) system.</li> <li>3. Describes an appropriate methodology that will be used to manage the wait list accurately and efficiently.</li> </ol>	5	
<p><b>6.5.A</b> Coordinated eligibility determination and enrollment process, targeting services to client groups according to established priorities</p>	<p>Plan describes the Proposer’s intake process, including eligibility determination, enrollment, re-determination and wait list. This shall include knowledge of, or commitment to, become familiar with the OEL <b>Parent Portal</b>. <a href="https://familyservices.floridaearlylearning.com">https://familyservices.floridaearlylearning.com</a></p>	4	
<p><b>6.5.A. – 6.5.E.</b> Capable of coordinating and providing timely, accessible parent services.</p>	<ol style="list-style-type: none"> <li>1. Plan describes the Proposer’s process to set up a highly responsive, professionally staffed telephone service delivery system, which ensures calls are primarily answered by staff, and not a phone messaging system.</li> <li>2. Includes services provided in parent’s primary language.</li> <li>3. Includes a plan to provide subsidized child care services to all eligible families referred utilizing providers with rate agreements within the limits of Contract funding.</li> </ol>	3	
<p><b>6.5.A and E.</b> Ability to conduct public education and outreach to the community and to businesses.</p>	<ol style="list-style-type: none"> <li>1. Includes a plan for in-depth consumer education on how to choose quality child care, quality indicators, tips and techniques to secure child care, and parental choice.</li> <li>2. Includes parent education about their role as their child’s first teacher.</li> </ol>	2	
<p><b>6.5.F</b> Child Developmental Screenings</p>	<ol style="list-style-type: none"> <li>1. Includes a description of Proposer’s developmental screening services geared to non-profit organizations.</li> <li>2. Proposer’s expertise in child developmental screenings and related services to the target population is reasonable.</li> <li>3. Description of the Proposer’s tools already in place that will be used to provide the services requested.</li> <li>4. Description of how the Proposer’s will meet qualifications of screeners/assessors.</li> </ol>	6	

**Sub-Total** \_\_\_\_\_

**APPENDIX B CONTINUED**

**Financial and Administrative Specifications- Sections 3.4, 3.11, and 4**

<b>Criteria</b>	<b>Indicators</b>	<b>Max Score= 10</b>	<b>Score</b>
<b>6.5.G-</b> High-quality payment and administration system for child care providers with rate agreements or voucher agreements.	<ol style="list-style-type: none"> <li>1. Plan describes a payment/reimbursement process for providers in accordance with Section 215.422 F.S. and OEL Guidelines.</li> <li>2. Proposer describes an efficient accounts payable/accounts receivable system.</li> <li>3. Plan describes a process for the routine review, maintenance, and amendment as needed, of all its policies and other applicable policies and procedures.</li> </ol>	2	
<b>6.5.G.</b> Slot utilization deficits and/or disallowed costs.	<ol style="list-style-type: none"> <li>1. The Proposal describes a sufficient plan to identify and resolve potential slot utilization deficits.</li> <li>2. A detailed description of the Proposer's proposed "feedback loop" to ensure internal process changes and programmatic changes are made when available funding and/or priorities change.</li> <li>3. There is sufficient evidence that the Proposer has experience managing multiple funding streams for a single project.</li> </ol>	4	
<b>6.5.G.</b> Financial Analysis.	<ol style="list-style-type: none"> <li>1. Plan describes the types of analysis to be performed on a regular basis, including trend analysis and projections.</li> <li>2. Plan outlines how analyses will be used to make spending plans and recommendations.</li> </ol>	3	
<b>6.8</b> Transition Plan (where Applicable)  <b>Award Full Points to Incumbent Provider</b>	<ol style="list-style-type: none"> <li>1. The Proposer has a detailed transition plan</li> <li>2. The Proposer describes coordination activities with the previous Contractor to facilitate a smooth transition.</li> <li>3. The transition plan describes a list of tasks and their relation to completion dates that the Proposer will have to accomplish during the transition period between the execution of a Contract and the actual start date.</li> </ol>	1	

**Sub total** \_\_\_\_\_

**APPENDIX B CONTINUED**

**Budget Proposal**

**Budget Proposal and Financial Capability- Section 4 and Appendix E**

Criteria	Indicators	Max Score= 20	Score
<b>6.9</b> The proposed budget for the <u>initial</u> one (1) year contract (2017-2018) reflects the programmatic Proposal.	<ol style="list-style-type: none"> <li>All budget items are clearly linked to services in the proposal.</li> <li>The budget shows the amount for services proposed broken down by service category.</li> </ol>	5	
<b>6.9.</b> The proposed budget costs for the <u>initial</u> one (1) year contract (2017-2018).	<ol style="list-style-type: none"> <li>Costs for the initial one (1) year contract are reasonable in relation to the proposed services.</li> <li>The Proposal Budget Worksheets by Program (Appendix E, Form A) and the Proposal Staffing Detail Budget Worksheets (Appendix E, Form B) are included; they correspond, and calculations and totals are accurate.</li> <li>All worksheets include the criteria used to compute the budget.</li> <li>All worksheets include the calculations used to derive the total proposed budget.</li> </ol>	5	
<b>Appendix E.</b> Renewals: The proposed budget for the potential <u>future contract renewals</u> (Through Year 2020) reflects the programmatic Proposal.	<ol style="list-style-type: none"> <li>Costs for the potential <u>contract renewals</u> are reasonable in relation to the proposed services.</li> <li>Increases and/or decreases in budget are clearly defined.</li> <li>Increments of increases are reasonable.</li> </ol>	5	
<b>4.6.A.</b> The Proposer's financial statement indicates financial Viability and sufficient resources to manage this project.	<p><b>Proposal includes documents listed in 4.5.A,</b></p> <ol style="list-style-type: none"> <li>The current ratio has an acceptable score</li> <li>The debt ratio has an acceptable score</li> <li>Working capital is adequate</li> </ol>	5	

**Sub total** \_\_\_\_\_

**APPENDIX B CONTINUED**

**REQUEST FOR PROPOSAL  
Solicitation Number: ELCOC-1720-01**

**Scoring Summary**

Name of Proposer which is subject of this review.

\_\_\_\_\_  
Legal name from Request for Proposal Acknowledgement form

Reviewer

\_\_\_\_\_  
(Name printed)

<b>Programmatic Review</b>		
<b>History and Experience</b> (maximum score= 20)		
<b>Program Management</b> (maximum score = 10)		
<b>Staffing</b> (maximum score = 15)		
<b>Management Information Systems</b> (maximum score = 5)		
<b>Service Delivery Plan</b> (maximum score = 20)		
<b>Total Programmatic Review Score</b> (maximum possible score =70)		
<b>Financial Administration and Budget Review</b>		
<b>Financial and Administration</b> (maximum score=10)		
<b>Budget Proposal</b> (maximum score = 20)		
<b>Total Administrative/Fiscal Review Score</b> (maximum possible score = 30)		
<b>Proposal Response Grand Total</b> (use this only if ALL sections are scored by same evaluator) <b>(Maximum Possible Total Score = 100</b>		

**COMMENTS:**


\_\_\_\_\_  
Reviewer Signature

\_\_\_\_\_  
Date

## APPENDIX C

### INFORMATION SYSTEM STANDARDS

Software Standards.  
standards are:

The Coalition's current

Operating Systems.  
R2 Standard or greater

Windows 7, Server 2010

Integrated 32 bit Office Suite.  
greater

Microsoft Office 2010 or

TCP/IP stack standard. TCP/IP v4  
Internet Browser. Microsoft Internet Explorer V10  
Internet Service Provider (ISP) Standard. Broadband

Note: These standards are subject to change upon thirty (30) days prior written notice to the Contractor at the Contractor's last known address.

## APPENDIX D

### INFORMATION SYSTEMS REQUIREMENTS

#### **Compatibility/Access**

The Coalition presently is required to maintain information on financially assisted School Readiness Services and Voluntary Prekindergarten Services in the Enhanced Field System (EFS/SSIS) and resource and referral information in a state approved data system. The Contractor(s) shall be required to enter data into and retrieve data from the EFS/SSIS system and the state approved Resource and Referral data system, if applicable.

Data or output from Contractor systems furnished in electronic format to the Coalition shall be provided in a format compatible with current Coalition standards contained in **Appendix C**.

Prior to purchasing any Information Technology Resource (ITR) with Contract funds, the Contractor(s) must receive written approval from the Coalition's approving authority. ITRs are defined in Chapter 282, Florida Statutes, as data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The Contractor(s) will not be reimbursed for any ITR purchases made prior to obtaining the Coalition's written approval.

In the event the Contractor purchases, develops or maintains its own electronic information systems to support services provided through the Contract, the Coalition shall have access to all Information necessary to audit and examine such information in its native format, using access devices (terminals or personal computers) made available for this purpose by the Contractor. The Contractor shall provide the Coalition's representatives with the necessary system user accounts and passwords to access all information related to this Contract that may be stored in the Contractor's systems.

The Contractor shall comply with any naming conventions, security requirements or other specifications relating to any connection it may be allowed to make to the Coalition's electronic information systems. The Contractor's own systems and premises shall be subject to inspection by the Coalition's representatives at any time to verify compliance with security requirements. Any data communications involving the Coalition may also be monitored by Coalition security or systems personnel for compliance with these requirements or misuse of the systems.

#### **Security**

The Contractor shall comply with all applicable laws, rules, regulations and procedures related to security and confidentiality including, but not limited to, Chapter 815 Florida Statutes.

In the event the Contractor is allowed to electronically connect to any of the Coalition's facilities, the Coalition may suspend or revoke that connection at any time if the Coalition's believes that the overall security of the Coalitions systems may be compromised by a continuation of that connection.

The Contactor shall identify an appropriately skilled and trained individual to function as the Contractor's Data Security Officer who shall serve as a liaison with the Coalition's security staff to maintain an appropriate level of security for data collected or used under this Contract.

#### **Liability for System Failure**

The Coalition shall not be liable to the Contractor for a failure of any of the Coalition's systems or for the degradation or disruption of any connection or system. Contractor loss or diminution of access to the Coalition's system for any reason shall not excuse the Contractor from its obligations under this Contract. The Contractor shall not be held accountable for late data input due to a Coalition system failure.

For more information, please review our funder's website- Florida's Office of Early Learning Program Guidance 300 at: [Program Guidance 300.01 IT Security Manual](#)

[http://www.floridaearlylearning.com/sites/www/Uploads/files/Oel%20Resources/Rules%20Guidance%20and%20Proposed%20Rules/Issued%20Program%20Guidance/300.01\\_ITSecurityManual\\_Final\\_ADA.pdf](http://www.floridaearlylearning.com/sites/www/Uploads/files/Oel%20Resources/Rules%20Guidance%20and%20Proposed%20Rules/Issued%20Program%20Guidance/300.01_ITSecurityManual_Final_ADA.pdf)

**APPENDIX E  
Form A**

**Budget Worksheets**

**(In separate RFP Excel Document “Appendix E Form A Budget Worksheets” ATTACHED TO RFP  
ANNOUNCEMENT)**

**APPENDIX E  
Form B**

**Staffing Detail**

**(In separate RFP Excel Document "Appendix E Form B Staffing Detail" ATTACHED TO RFP ANNOUNCEMENT)**