



REQUEST FOR PROPOSAL #2021-01

COMPUTER EQUIPMENT AND PERIPHERALS

RELEASED: Sept. 1, 2020

SUBMISSION DUE DATE:

Sept. 25, 2020 at 2:00 P.M. EST

(Early Learning Coalition's Clock Time)

AVAILABLE FUNDING

Total funding forecasted: \$100,000.00 USD

SECTION 1: GENERAL INFORMATION

1.1 Background

The Early Learning Coalition of Orange County (the “Early Learning Coalition”) is a Florida non-profit corporation and IRC §501(c)(3) charitable organization dedicated to ensuring quality early care and education for children in Orange county. Through a variety of affordable and innovative early education and voluntary pre-kindergarten programs, the Early Learning Coalition serves more than 20,000 children aged from birth to 12 years old and their families.

In 1999, the Florida Legislature enacted the School Readiness Act (s. 411.01, amended to 1002 Part VI, F.S.), which consolidated the state’s early childhood education and child care programs into one integrated program of school readiness services. The School Readiness Act directed that school readiness programs would be administered by school readiness coalitions (now known as the Early Learning Coalitions) at the county or multi-county level. The Early Learning Coalition is coordinated by the State of Florida’s Office of Early Learning and is one of 31 coalitions in Florida.

In addition, the Early Learning Coalition provides training and resources to advance the skills of early care and education providers and staff, enhancing their ability to inspire learning and prepare children for future academic success.

1.2 Statement of Purpose

The purpose of this Request for Proposal (hereinafter referred to as “RFP”) by the Early Learning Coalition is to procure computer hardware equipment and technology peripherals. Through the RFP, the Early Learning Coalition will select one or more Proposers to provide the commodities described herein and reserves the right to execute multiple contracts as deemed necessary to provide the requested equipment to the different programs offered by our organization.

It is the Proposer’s responsibility to examine this RFP, to understand the Early Learning Coalition’s requirements and to submit its proposal (“Proposal”) in a timely, complete, and procedurally correct manner. The services described in this RFP will be procured in accordance with s. 287.057, F.S. Contract(s) or Purchase Order(s) resulting from this solicitation, if any, are anticipated to commence **Oct. 31, 2020** and end by **December 31 2020**, and will be awarded through written notice to qualified and responsive Proposer(s) who(se) proposal is determined to be most advantageous to the Early Learning Coalition, taking into consideration price, quality and other criteria. The initial Contract shall be for a bulk one-time purchase of computer equipment (unless otherwise specified) and may not be renewed.

1.3 Amount of Funding

The Early Learning Coalition forecasted funding amount in this RFP is \$100,000.00 USD for this procurement, which is subject to change contingent upon the agency's necessities.

Funding Source: Federal Funds, General Revenue from State of Florida and local match, as applicable.

SECTION 2: RFP PROPOSAL PROCESS

2.1 Point of Contact

The contact person listed below is the single point of contact for this RFP. The contact person for this RFP is:

Jamie Lopez
Procurement and Grants Manager
Early Learning Coalition of Orange County
7700 Southland Blvd., Suite 100
Orlando, FL 32809
Email: jlopez@elcoc.org

2.2 Proposer Disqualification

In accordance with s. 287.133, F.S., any individual, entity, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal for a period of 36 months following the date of being placed on the convicted vendor list, whether as a Proposer, a member of a Proposer, or a subcontract of a Proposer.

In accordance with s. 287.134, F.S., any individual, entity, or affiliate who has been placed on the discriminatory vendor list may not submit a proposal for a period of thirty-six (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.

The failure to have performed any contractual obligations with the Early Learning Coalition in a manner satisfactory to the Early Learning Coalition shall also constitute sufficient cause for disqualification. To be disqualified as a Proposer under this provision, the Proposer must have:

- A. Previously failed to satisfactorily perform in a contract with the Early Learning Coalition, been notified by the Early Learning Coalition of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Early Learning Coalition; or

- B. Had a contract terminated for cause by the Early Learning Coalition, by any other State agency, or by any Children’s Services Council.

2.3 Cone of Silence

All parties to this solicitation shall be bound by a “Cone of Silence” surrounding solicitations and prohibitions against ex-parte communication. During the Cone of Silence, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and state holidays, any of the following:

(a) Coalition board members; (b) any Early Learning Coalition staff; (c) any proposal Evaluation Committee members; and/or (d) any member of the executive or legislative branch regarding any aspect of this solicitation.

Respondents directly contacting board members, staff, or proposal Evaluation Committee members risk disqualification of their response from consideration. Written communications are allowable at any time, but only if addressed to the designated contact person.

2.4 Inquiries

All questions regarding this RFP must be submitted in writing by email to jlopez@elcoc.org on or before **Sept. 11, 2020 at 2:00 p.m. (EST)** to ensure that sufficient analysis can be made before answers are supplied. Written responses to questions will be posted on the Early Learning Coalition’s website at <http://elcoforangecounty.org/about/procurement/> by **Sept. 15, 2020 at 5:00 p.m. (EST)**.

2.5 Rejection of Proposals and Waiver of Minor Irregularities

The Early Learning Coalition reserves the right to reject any or all Proposals received pursuant to the RFP if such action is in the best interest of the Early Learning Coalition as determined in its sole and absolute discretion. The Early Learning Coalition shall have the right, but not the obligation, to waive any minor irregularities in submitted Proposals if doing so would serve the best interests of the Early Learning Coalition, as determined in its sole and absolute discretion. For purposes of this *Section 2.5*, a minor irregularity shall mean a variation from the RFP terms and conditions that does not affect the price of the Proposal, does not give the Proposer an advantage or benefit not enjoyed by other Proposer(s), and/or does not adversely impact the interest of the Early Learning Coalition.

2.6 Notice of Contract Award

The Contract shall be awarded to the Proposer whose Proposal is determined to be most advantageous to the Early Learning Coalition, taking into consideration price and technical merits.

2.7 Protests and Disputes

Any unsuccessful Proposer who is adversely affected by the Early Learning Coalition's decision concerning a procurement solicitation or contract award under this RFP may protest such decision by filing a protest in compliance with s. 120.57(3), F.S. A Proposer may file a notice of protest in writing within seventy-two (72) hours after the posting of the notice of decision (or intended decision), and may file a formal written protest within ten (10) days after the date the notice of protest is filed as required by s. 120.57(3), F.S. Failure to file a timely notice of protest shall constitute a waiver of the Proposer's rights to any proceedings under Ch. 120, F.S.

Any Proposer desiring to file a formal written protest to this RFP must accompany such protest with a bond payable to the Early Learning Coalition in an amount equal to one percent (1%) of the estimated Contract amount in accordance with s. 287.042(2)(c), F.S. The bond shall be conditioned upon the payment 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 Early Learning Coalition may accept a cashier's check, official bank check, or a money order in the amount of the bond. Failure to file the proper bond at the time of filing the formal written protest will result in a denial of the protest.

The notice of protest must be submitted to the Early Learning Coalition's Chief Executive Officer (CEO) at 7700 Southland Blvd., Suite 100, Orlando, FL 32809 in writing within seventy-two (72) hours of the Notification of Intent to Award. The formal written protest must be submitted within ten (10) days after the date 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.

2.8 Appeals

- A. Unsuccessful Proposers affected by the denial, determination of eligibility, or ineligibility for contract award by the Early Learning Coalition with respect to any federal or state funded program or activity may appeal if the action or decision of the Early Learning 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 Early Learning 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.

2.8 Evaluation Process

The Early Learning Coalition shall conduct a comprehensive review of the responses to the solicitation by convening a proposal Evaluation Committee. The composition of the Evaluation will depend on the total potential dollar value of the award and whether it is programmatic or administrative as determined by the Early Learning Coalition's RFP Committee.

Responses will be evaluated using the RFP Evaluation Forms, which contains two sections, Initial Screening (**Exhibit 2**), and Quantitative Evaluation Criteria (**Exhibit 3**). 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 each and every requirement may be disqualified, at the Coalition's sole discretion. The second evaluation form, Quantitative Evaluation Criteria is based on the Minimum 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 10 pages. Proposer will be judged based on overall percentage achieved.

The evaluation process is designed to assess the Proposer's ability to meet the Early Learning Coalition's 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. Proposers are advised to periodically check the Early Learning Coalition website <http://elcoforangecounty.org/about/procurement/> for the scheduled date, time, and location of this session, should changes occur. Proposers should also reference **Appendix "A"**, which contains a list of the currently scheduled events in connection with this RFP. Regardless of courtesy notices that the Coalition may send, it shall be the Proposer's sole responsibility to confirm all 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 Early Learning 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 3.4.

The Early Learning Coalition’s RFP Committee, in their sole discretion, may elect to award a Contract to one or more Proposers, or not to award a Contract to any Proposer under this RFP. 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.

SECTION 3: MINIMUM PROGRAMMATIC REQUIREMENTS

3.1 General Statement of Services to be Provided

Purpose

The Early Learning Coalition of Orange County (ELC) seeks to procure computer equipment hardware for end use by Childcare Providers. It is the ultimate goal of the Early Learning Coalition to supply no less than 100 classrooms with mobile computing devices in order to administer Teaching Strategies GOLD activities.

3.2 Specifications

A. Key Deliverables:

- (1) No fewer than 100 Tablet Devices for end use by Childcare Providers.
- (2) Pricing for Coalition to purchase printers for Childcare Providers at sole option of Coalition based on availability of funds. These printers must be color printers with Wi-Fi printing capabilities.

B. Technical Requirements for Tablet Devices:

- (1) Tablet Device that complies with Teaching Strategies GOLD requirements as outlined here: <https://teachingstrategies.com/wp-content/uploads/2017/03/Documentation-App-Devices-and-Technical-Requirements-2015-04-28.pdf>
- (2) Display: 9.5” or bigger touch screen
- (3) Connectivity: Wi-Fi (802.11a/b/g/n/ac); dual band (2.4 GHz and 5GHz); BlueTooth 4.0 or newer
- (4) Pre-Loaded with Operating System
- (5) Detachable or Fold Over Keyboard
- (6) Extended 2-Year Warranty Option and basic support option
- (7) Protective Case for Each Device
- (8) 8.0 Megapixel (or greater) Rear-Facing Camera
- (9) Latest model currently offered by the manufacturer

C. Installation

Vendor will not be responsible for any installation or setup; however, setup training or additional services may be included in Proposal.

D. Training and Support Services

The Vendor will not be required to provide training for use of equipment, however Vendor may, as part of proposal, offer to provide training and/or Support Services at the Early Learning Coalition offices to end users. Anticipated end users of these devices will

be technology novices and could benefit greatly from directed instruction on device use. Any additional training or support included in a Proposal will be viewed favorably during Proposal Review.

E. Implementation Plan

The selected vendor will be required to present within 10 days of award (or later at the ELC's option) a detailed implementation plan for products and services included in the award. This information should be directed to:

Early Learning Coalition of Orange County
Attn: Jamie Lopez
Procurement and Grants Manager
7700 Southland Blvd., Ste #100
Orlando, FL 32809

F. Key Personnel Requirements

The selected vendor will be required to identify a contact person who will have primary project management responsibility for the complete performance of the tasks required to accomplish purchase, delivery, activation, and any applicable training for the hardware purchase as identified in the vendor's proposal and this RFP.

Individuals identified below as key personnel and accepted for this contract are expected to remain dedicated to this contract. However, in the event that it becomes necessary for the Contractor to replace any of the individuals designed to key personnel, the Contractor shall notify the Early Learning Coalition as soon as reasonably possible.

SECTION 4: INVOICING AND PAYMENT OF INVOICES

The agreement resulting from this RFP will be a one-time purchase procurement. Any additional services offered or proposed by the selected Vendor, **if approved will be handled as a onetime purchased order.** The Contractor must submit to the Early Learning Coalition detailed invoice for goods rendered.

Contractor shall submit invoices to the Early Learning Coalition, accounts payable, for the Products or Services provided immediately the preceding month. No advance payment shall be made or accepted for the Products or Services. Contractor's invoice must be accompanied by all required documentation (i.e. Vendor information, detail item number and description, quantity, price per item, any fees, no sales tax, etc.) to support all charges and clearly identify the Purchase Order number. Any invoice submitted to the Early Learning Coalition in an improper format or without the required information or documentation will be returned unpaid to contractor for correction and resubmission. **Any payment for the purchase of goods will not be processed without verifiable receipt of goods by the Early Learning Coalition.**

Timing of payment of invoices by the Early Learning Coalition to the Contractor and similar issues regarding payment is governed by s. 215.422, F.S.

SECTION 5: INSTRUCTIONS TO PROPOSERS

5.1 Response Content

A completed Proposal **must** include the following items:

- (1) Application (**Appendix “B”**)
- (2) Title Page containing the following:
 - a. Early Learning Coalition of Orange County
 - b. Titled: **COMPUTER EQUIPMENT AND PERIPHERALS**
 - c. Request for Proposal Number: **RFP#2021-01**
 - d. Proposer’s Name
- (3) **Proposal Responses**
Response should include:
 - a. Description of Proposer’s expertise in Computer Equipment.
 - b. Description of Proposer’s relevant work history in Florida with non-profit organizations;
 - c. Description of Proposer’s knowledge of the rules and regulations that govern non-profit funding;
 - d. Description of Proposer’s plan on how it will render the commodities requested described in Section 3.2;
 - e. Description of Proposer’s specialized pricing/in-kind geared to non-profit organizations;
 - f. A current certificate of good standing issued by the Florida Department of State and Articles of Incorporation along with any other organizational documents sufficient for the purpose of the procurement.
- (4) Proposed Budget and detailed pricing structure for each required commodity deliverable listed in Section 3.2.
- (5) Request for Acceptance of Contract Terms and Conditions Form (**Exhibit 1**)
- (6) Initial Screening of Fatal Flaws (**Exhibit 2**). **For Coalition use only.**
- (7) Quantitative Evaluation Criteria (**Exhibit 3**). **For Coalition use only.**
- (8) Request for Proposal Acknowledgement Form (**Exhibit 4**)
- (9) Request for Non-Collusive Affidavit (**Exhibit 5**)
- (10) Request for Statement of Non-Involvement Form (**Exhibit 6**)
- (11) Request for Certification Regarding Debarment, Suspension and Other Responsibility Matters Primary Covered Transaction Form (**Exhibit 7**)
- (12) Sworn Statement Pursuant to s 287.133(3)(a), F.S., on Public Entity Crimes Form (**Exhibit 8**)
- (13) Request for Non-Discrimination Statement Form (**Exhibit 9**)

- (14) Request for Certification Regarding Lobbying Form (**Exhibit 10**)
- (15) Request for Certification Regarding Drug-Free Workplace Form (**Exhibit 11**)
- (16) Request for Financial and Compliance Audit Requirements (**Exhibit 12**)
- (17) Articles of Incorporation/Organization
- (18) Good Standing Certificate issued by the Florida Department of State

5.2 Format

Respondent(s) shall submit to the Early Learning Coalition an original and four (4) copies of the responses in a sealed envelope or container, as well as a **single USB storage device containing an electronic copy of their response in PDF format and viewable in Adobe Acrobat Reader.** Each original and copy of the application and supporting documents should have the name of the agency, the program name, and the designation “original” or “copy” clearly marked on each outside cover. Each original or copy shall be bound separately and clearly referenced. The originals and all copies should then be securely sealed in an envelope or other container and clearly labeled “**RFP #2021-01 Computer Equipment and Peripherals,**” with the individual program name and submitting agency on the front.

To be considered for evaluation, a respondent’s response must conform to the content and format requirements described herein. Responses must be double-spaced, in twelve (12)-point font type on 8.5 x 11 white paper, with tabbed sections and in sealed envelopes.

All sections, including Application must have consecutive page numbers, beginning with the Application (**Appendix “B”**). Include a standard Table of Contents adding the appropriate page numbers for each section. Page numbering may be done by hand if needed. All response material must be placed in the order outlined. All supporting documents must directly relate to the Application being submitted.

All signatures must be **in blue ink** on the required forms. The signature must be of the designated agent officially authorized to act as the contractual agent for the organization or collaborative partnership.

5.3 Submission

Early Coalition of Orange County, 7700 Southland Blvd., Suite 100, Orlando, FL 32809 must receive proposals, on or before **Sept. 25 by 12:00 p.m. EST (Coalition’s Clock Time)**. A Proposer that submits a Proposal by mail should allow sufficient mail handling time to ensure timely delivery of the Proposal to the Early Learning Coalition office. No Proposals will be accepted after the submission deadline. Submission by email or facsimile will not be accepted.

5.4 Presentation

There will be no required presentation by Proposers.

5.5 Trade Secrets

The Early Learning Coalition will attempt to afford protection from disclosure of any trade secret as defined in s. 812.081, F.S., where identified as such in the response to this RFP, to the extent permitted under s. 815.04, F.S. Any prospective vendor or Proposer acknowledges, however, that the protection afforded by s. 815.04, F.S., is incomplete and it is hereby agreed by the Proposer and the Early Learning Coalition that no right or remedy for damages arises from any disclosure.

5.6 Cost of Preparation of Proposal

The Early Learning Coalition shall not be liable for any costs incurred by a Proposer in responding to this RFP.

5.7 Other Required Information

All Proposers must comply with Section 274A of the Immigration and Naturalization Act. Such violation shall cause for rejection of the Proposal, or if subsequently discovered, for unilateral cancellation of the Contract.

APPENDIX “A”
RFP # 2021-01
Computer Equipment and Peripherals

APPLICATION TIMETABLE / IMPORTANT DATES *

| ACTIVITY | DATE | TIME | ADDRESS |
|--|----------------------------------|--------------------------|---|
| Release of RFP for Computer Equipment & Peripherals RFP #2021-01 | Sept 1, 2020 | N/A | Notice of RFP posted on ELCOC website |
| Intent to Submit Notice | Sept. 8, 2020 | 2:00 PM (EST) | |
| All written inquiries to be received | Sept. 11, 2020 | 12:00 PM (EST) | Early Learning Coalition of Orange County 7700 Southland Blvd., Suite 100 Orlando, FL 32809 |
| Early Learning Coalition’s response to inquiries | Sept. 15, 2020 | 5:00 PM (EST) | Responses to Inquiries posted on ELC website. |
| Sealed Applications MUST be received | Sept. 25, 2020 | 3:00 PM (EST) | Early Learning Coalition of Orange County 7700 Southland Blvd., Suite 100 Orlando, FL 32809 |
| Initial opening of Applications | Sept. 25, 2020 | TBD | Early Learning Coalition of Orange County 7700 Southland Blvd., Suite 100 Orlando, FL 32809 |
| Proposal Review period for Evaluation Committee | Sept. 27, 2020 – Oct. 1, 2020 | TBD | Early Learning Coalition of Orange County 7700 Southland Blvd., Suite 100 Orlando, FL 32809 |
| First Meeting of the Evaluation Committee | Oct. 5, 2020 | TBD | Early Learning Coalition of Orange County 7700 Southland Blvd., Suite 100 Orlando, FL 32809 |
| Meeting with Evaluation Committee to compile, review and finalize results | Oct. 7, 2019 | TBD | Early Learning Coalition of Orange County 7700 Southland Blvd., Suite 100 Orlando, FL 32809 |
| Early Learning Coalition’s Finance Committee review and approval of Evaluation Committee recommendations | TBD | TBD | Early Learning Coalition of Orange County 7700 Southland Blvd., Suite 100 Orlando, FL 32809 |
| Early Learning Coalition’s Board Committee review and approval of Evaluation Committee recommendations | TBD | TBD | Early Learning Coalition of Orange County 7700 Southland Blvd., Suite 100 Orlando, FL 32809 |
| Posting of Notice of Award | TBD | TBD | Contract Award posted on ELC website. |

* All dates and events are subject to change at the discretion of the Early Learning Coalition.

APPENDIX "B"
RFP #2021-01
Computer Equipment and Peripherals

APPLICATION
Early Learning Coalition of Orange County Application Form

Entity Name: _____

Entity Unit (if applicable): _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Mailing Address (if different):

City: _____ **State:** _____ **Zip Code:** _____

Entity Telephone: _____ **Fax Number:** _____

Entity Email Address: _____ **Website Address:** _____

| | | |
|------------------------|---|--|
| Type of Entity: | <input type="checkbox"/> Private, Not-for-Profit Corporation | <input type="checkbox"/> Private, For-Profit Corporation |
| | <input type="checkbox"/> Public/Government | <input type="checkbox"/> Other Entity (specify): _____ |

Federal ID #: _____ **Date Entity Established (MM/YY):** _____

Current Annual Entity Budget: \$ _____ **Fiscal Year End (month):** _____

Name/Position of Person Completing Application:

Email Address: _____ **Phone:** _____

Executive Director/CEO: _____ **Phone:** _____
Email: _____ **Fax:** _____

Chief Financial Officer (If Applicable): _____ **Phone:** _____
Email: _____ **Fax:** _____

Public Relations: _____ **Phone:** _____
Email: _____ **Fax:** _____

Board President (If Applicable): _____
Title: _____ **Company:** _____
Mailing Address: _____
City: _____ **State:** _____ **Zip Code:** _____
Telephone: _____ **Fax:** _____
Email Address: _____

EXHIBIT 1
RFP# 2021-01
Computer Equipment and Peripherals

ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

If the undersigned shall be awarded this contract, the undersigned shall comply with all the terms and conditions specified in the RFP.

Signature of Authorized Official

Date

Name (Print)

Name of Company

*An authorized official is an officer of the Company who has the legal authority to bind the Company to the provisions of this Request for Proposal. This usually is the President, Chairman of the Board, Executive Director, or owner of the entity. A document establishing delegated authority shall be included with the proposal if signed by someone other than the President, Chairman, Executive Director, or owner.

EXHIBIT 2
RFP# 2021-01
Computer Equipment and Peripherals

FOR COALITION USE ONLY

Evaluation Committee
Initial Screening of Fatal Flaws and Quantitative Evaluation
Criteria

1. Was the response received by the date and time specified in the solicitation?
Pass (Yes) Fail (No)
2. Does the response provide the vendor's federal tax identification number (**Appendix "B"**)?
Pass (Yes) Fail (No)
3. Does the response contain a signed and dated Acceptance of Contract Terms and Conditions (**Exhibit 1**)?
Pass (Yes) Fail (No)
4. Does the response contain a signed and dated Proposal Acknowledgement Form (**Exhibit 4**)?
Pass (Yes) Fail (No)
5. Does the response contain a signed and dated Non-Collusive Affidavit Form (**Exhibit 5**)?
Pass (Yes) Fail (No)
6. Does the response contain a signed and dated Statement of No Involvement (**Exhibit 6**)?
Pass (Yes) Fail (No)
7. Does the response contain a signed and dated Certification Regarding Debarment, Suspension, and other Responsibility Matters Primary Covered Transaction (**Exhibit 7**)?
Pass (Yes) Fail (No)
8. Does the response contain a signed Sworn Statement Pursuant to s. 287.133(3)(a), F.S., on public entity crimes (**Exhibit 8**)?
Pass (Yes) Fail (No)
9. Does the response contain a signed and dated Non-Discrimination Statement (**Exhibit 9**)?
Pass (Yes) Fail (No)
10. Does the response contain a signed and dated Certification Regarding Lobbying (**Exhibit 10**)?
Pass (Yes) Fail (No)
11. Does the response contain a signed and dated Certification Regarding Drug-Free Workplace (**Exhibit 11**)?
Pass (Yes) Fail (No)
12. Does the response contain a Financial and Compliance Audit Requirements Form (**Exhibit 12**)?
Pass (Yes) Fail (No)
13. Does the response provide the Articles of Incorporation?
Pass (Yes) Fail (No)

EXHIBIT 3
RFP # 2021-01
Computer Equipment and Peripherals

FOR COALITION USE ONLY

Evaluation Committee
Quantitative Evaluation Criteria

Scoring Reponses: Each evaluator is to assign a raw 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.

Computer Hardware

| <u>Scoring Factors - Organizational Capacity</u> | 25 Points |
|--|------------------|
| 1. Experience of the firm with Non-Profit and or government agencies. | 10 |
| 2. Experience and qualifications of the personnel. | 5 |
| 3. The organizational history and ability to provide Computer Hardware. | 10 |
| <u>Scoring Factors - Documentation</u> | 35 Points |
| 4. Quality and responsiveness of the proposal | 10 |
| 5. References | 5 |
| 6. Work plan describes organizational clarity of Computer Hardware proposal, equipment specifications, ability to deliver on time, and additional services | 20 |
| <u>Scoring Factors - Pricing</u> | 40 Points |
| 7. Competitive pricing as it relates to all proposing vendors | 40 |
| 8. BONUS- Additional training or support offered as part of proposal | 15 |
| TOTAL EVALUATION POINTS | 100 |

EXHIBIT 4
RFP # 2021-01
Computer Equipment and Peripherals

REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM

Proposer Name

Proposer Mailing Address

City

State

Zip Code

Point of Contact

Title

Telephone Number

Fax Number

Email Address

Website Address

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 fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify I am authorized to sign this response and that the offer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. **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 EARLY LEARNING 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.**

Typed Name and Title

Signature

Date

EXHIBIT 5
RFP # 2021-01
Computer Equipment and Peripherals

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

I, _____ being first duly sworn deposes and says that:

- He/she is the (Owner, Partner, Officer, Representative or Agent) of the Proposer that has submitted the attached Proposal;
- He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- Such Proposal is genuine and is not a collusive or sham Proposal;
- 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 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, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work.
- 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.

SWORN TO and subscribed before me this _____ day of _____, 2019, by _____ who is personally known to me or who produced his/her _____ as identification.

Notary Public - State of Florida

Printed type of stamp

My commission expires: _____

EXHIBIT 6
RFP # 2021-01
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STATEMENT OF NO INVOLVEMENT

I, _____, as an authorized representative of _____, certify that no member of this firm or any person having interest in this firm has been:

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 participated in drafting this solicitation.

Typed Name of Authorized Official: _____

Title of Authorized Official: _____

Signature of Authorized Official _____

Date Signed: _____

EXHIBIT 7
RFP # 2021-01
Computer Equipment and Peripherals

**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. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective primary participant 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 the Federal department or agency;
 - (b) Have not within a three-year period preceding 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 indicated 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 prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Name of Company

Signature

Date

EXHIBIT 8
RFP # 2021-01
Computer Equipment and Peripherals

**SWORN STATEMENT PURSUANT TO SECTION 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 _____ for _____, whose business address is and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, 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)(a), 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 or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
3. I understanding the “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statues, 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 recording relating to charges brought by indictment or information after July 1, 1989, as result of 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 and 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 fair market value under 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 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 or 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, 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, {Please 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, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. And (Please indicate which additional statement applies).

_____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 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 charges with and convicted of a public entity crime within the past 36 months. 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 ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OR THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INFOR 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 and Title of Authorized Representative

Signature

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this _____ day of _____, 2019, by
_____ who is personally known to me or who
produced his/her _____ as identification.

Notary Public - State of Florida
My commission expires: _____

Printed type of stamp

EXHIBIT 9
RFP # 2021-01
Computer Equipment and Peripherals

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 other 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 programs or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education amendments of 1972[20 U.S.C. 1681 et seq]), 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 chapter 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 chapter, 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 noncitizens. Participation in programs and activities or receiving funds under this chapter 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 and Title of Authorized Representative

Signature

Date

Name of Company

EXHIBIT 10
RFP # 2021-01
Computer Equipment and Peripherals

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 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 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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name and Title of Authorized Representative

Name of Company

Signature

Date

EXHIBIT 11
RFP # 2021-01
Computer Equipment and Peripherals

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.

I, _____, the undersigned, in representation of _____, the Provider, attest and certify that the Provider will provide a drug-free workplace, by the following actions.

- A. Publishing a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Provider'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 of 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 under the Agreement, 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. 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, B, C, D, E and F.

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 and Title of Authorized Representative

Name of Company

Signature

Date

EXHIBIT 12
RFP #2021-01
Computer Equipment and Peripherals

FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

This attachment is applicable if the Contractor is any State or local government entity, non-profit organization, or for-profit organization. For State or local government entities, a Single Audit performed by the Auditor General shall satisfy the requirements of this attachment. If the Contractor does not meet any of the requirements below, no audit is required by this attachment.

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Uniform Guidance, 2 CFR 200, as revised.

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB 2 CFR 200, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2)(m), Florida Statutes.

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor, the Chief Financial Officer and Chapters 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 during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, 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 audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

Name and Title of Authorized Representative

Name of Company

Signature

Date

ATTACHMENT 1
Scope of Work

To be added after negotiations

ATTACHMENT 3
TAX EXEMPT CERTIFICATE
(See Attached)

0060005 05/13/17



Consumer's Certificate of Exemption

DR-14
R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

| | | | |
|--------------------|----------------|-----------------|------------------------|
| 85-8012584171C-6 | 12/31/2016 | 12/31/2021 | 501(C)(3) ORGANIZATION |
| Certificate Number | Effective Date | Expiration Date | Exemption Category |

This certifies that

ORANGE COUNTY SCHOOL READINESS
COALITION INC
7700 SOUTHLAND BLVD
ORLANDO FL 32809-9612

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

ATTACHMENT 4

IRS Form W-9

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2 Business name/disregarded entity name, if different from above
3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
5 Address (number, street, and apt. or suite no.)
6 City, state, and ZIP code
7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.
Social security number
Employer identification number

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person Date

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.
Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
• Form 1099-INT (interest earned or paid)
• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.
By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

ATTACHMENT 5

ASSURANCES AND CERTIFICATIONS

The Early Learning Coalition will not award a contract (“Agreement”) where the Contractor has failed to accept the Assurances and Certifications contained in this section. In performing its responsibilities under the Agreement, 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. Copeland “Anti-Kickback” Act (18 U.S.C.874 And 40 U.S.C. 276c)
- EE. Davis-Bacon Act, As Amended (40 U.S.C. 276a to A-7) FF. Contract Work Hours and Safety Standards Act
- GG. Rights to Inventions Made under a Contract or Agreement

By signing the Agreement, 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 Early Learning 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 Early Learning 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.

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 Early Learning 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 Early Learning 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 Early Learning Coalition of the changes in writing within five (5) days of the change.

The Contractor will inform the Early Learning 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.

The Contractor understands and agrees that it is required to inform the Early Learning 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.

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) 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.

K) 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.

L) 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.

M) "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.

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

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

P) 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).

Q) 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).

R) 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).

S) 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 Early Learning 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.

T) 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.

U) 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.

V) 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 Early Learning Coalition.

W) 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.

X) 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.

Y) 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 Early Learning 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 Early Learning Coalition requires compliance with all applicable provisions of HIPAA and HITECH.

Any person or entity that performs or assists the Early Learning 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 Early Learning 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 Early Learning 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 Early Learning 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:

1. Violations of the HIPAA privacy and security rules can be enforced directly against business associates.
2. Removal of certain identifiers of an individual or of relatives, employers, or household members of the individual to prevent breaches of requirements;
3. 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;
4. Restrictions on the sale and disclosure of an individual's PHI;
5. Imposition of a "minimum necessary" standard regarding collection of information;
6. Requirement of periodic audits and formal investigation complaints, and the potential imposition of monetary penalties.

Business associates will be required to indemnify the Early Learning 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 Early Learning Coalition and the United States has the right to seek judicial enforcement of the assurances.

DD) COPELAND “ANTI-KICKBACK” ACT (18 U.S.C.874 AND 40 U.S.C. 276C)

The Contractor shall comply with the following provisions of the Copeland “Anti-Kickback” Act”:

All contracts and sub-grants in excess of \$2000 for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in whole or in part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

EE) DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 276A TO A-7)

The Contractor shall comply with the following provisions of the Davis-Bacon Act: When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Governing 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 current prevailing wage determination issued by the Department of Labor 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.

FF) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333)

The Contractor shall comply with the following provisions of the Contract Work Hours and Safety Standards Act:

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

GG) RIGHTS TO INVENTIONS MADE UNDER A 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 recipient 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 awarding agency.

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 GG, above.

(NAME OF CONTRACTOR)

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 6, EXHIBIT A
CERTIFICATION REGARDING LOBBYING

CERTIFICATION REGARDING LOBBYING

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**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 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.
- (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 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.

Signature

Date

Name of Authorized Individual

Name of Organization

Address of Organization

ATTACHMENT 6, EXHIBIT B

OMB No. 0990-0263
Approved for use through March 31, 2018

**Protection of Human Subjects
Assurance Identification/IRB Certification/Declaration of Exemption
(Common Rule)**

Policy: Research activities involving human subjects may not be conducted or supported by the Departments and Agencies adopting the Common Rule (56FR28003, June 18, 1991) unless the activities are exempt from or approved in accordance with the Common Rule. See section 101(b) of the Common Rule for exemptions. Institutions submitting applications or proposals for support must submit certification of appropriate Institutional Review Board (IRB) review and approval to the Department or Agency in accordance with the Common Rule.

Institutions must have an assurance of compliance that applies to the research to be conducted and should submit certification of IRB review and approval with each application or proposal unless otherwise advised by the Department or Agency.

| | | |
|---|---|---|
| 1. Request Type <input type="checkbox"/> ORIGINAL <input type="checkbox"/> CONTINUATION <input type="checkbox"/> EXEMPTION | 2. Type of Mechanism <input type="checkbox"/> GRANT <input type="checkbox"/> CONTRACT <input type="checkbox"/> FELLOWSHIP <input type="checkbox"/> COOPERATIVE AGREEMENT <input type="checkbox"/> OTHER: _____ | 3. Name of Federal Department or Agency and, if known, Application or Proposal Identification No. |
| 4. Title of Application or Activity | | 5. Name of Principal Investigator, Program Director, Fellow, or Other |

6. Assurance Status of this Project (Respond to one of the following)

- This Assurance, on file with Department of Health and Human Services, covers this activity:
Assurance Identification No. _____, the expiration date _____ IRB Registration No. _____
- This Assurance, on file with (agency/dept) _____, covers this activity.
Assurance No. _____, the expiration date _____ IRB Registration/Identification No. _____ (if applicable)
- No assurance has been filed for this institution. This institution declares that it will provide an Assurance and Certification of IRB review and approval upon request.
- Exemption Status: Human subjects are involved, but this activity qualifies for exemption under Section 101(b), paragraph _____.

7. Certification of IRB Review (Respond to one of the following IF you have an Assurance on file)

- This activity has been reviewed and approved by the IRB in accordance with the Common Rule and any other governing regulations.
by: Full IRB Review on (date of IRB meeting) _____ or Expedited Review on (date) _____
 If less than one year approval, provide expiration date _____
- This activity contains multiple projects, some of which have not been reviewed. The IRB has granted approval on condition that all projects covered by the Common Rule will be reviewed and approved before they are initiated and that appropriate further certification will be submitted.

8. Comments

| | | |
|--|-------------------------------------|-----------|
| 9. The official signing below certifies that the information provided above is correct and that, as required, future reviews will be performed until study closure and certification will be provided. 11. Phone No. (with area code) _____ 12. Fax No. (with area code) _____ 13. Email: _____ | 10. Name and Address of Institution | |
| | 14. Name of Official | 15. Title |
| 16. Signature | 17. Date | |

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ATTACHMENT 6, EXHIBIT C
CERTIFICATION OF FILING AND PAYMENT OF FEDERAL TAXES

Certification of Filing and Payment of Federal Taxes

As required by the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (Public Law 110-161, Division G, Title V, section 523), as a prospective financial assistance recipient entering into a grant or cooperative agreement of more than \$5,000,000, I, as the duly authorized representative of the applicant, do hereby certify to the best of my knowledge and belief, that:

1. The applicant has filed all Federal tax returns required during the three years preceding this certification;

AND

2. The applicant has not been convicted of a criminal offense pursuant to the Internal Revenue Code of 1986 (U.S. Code – Title 26, Internal Revenue Code);

AND

3. The applicant has not, more than 90 days prior to this certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Signature of Authorized Certifying Official Printed

Name and Title

Name of Applicant

Date

Grant/Cooperative Agreement Reference Number