

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

**REQUEST FOR PROPOSAL # 2125-02**

**SCHOOL READINESS AND VOLUNTARY PREKINDERGARTEN SERVICES**

**For the Delivery of:**

**CHILD HEARING AND VISION SCREENING SERVICES**

**IN ORANGE COUNTY, FLORIDA**

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

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

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

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

**CSFA NUMBER(S): 75.007 | STATE AWARD NUMBER(S): EL370**

ISSUED ON **SEPTEMBER 21, 2020**

**SERVICES STARTING JANUARY 1, 2021 THROUGH JUNE 30, 2022**

WITH THREE POTENTIAL RENEWALS

**RESPONSES DUE BY: FEBRUARY 11, 2020**

**NO LATER THAN 3:00 P.M., COALITION TIME**

**RESPONSES DUE TO:**

EARLY LEARNING COALITION OF ORANGE COUNTY  
ATTN: JAMIE LOPEZ, **PROCUREMENT AND GRANTS MANAGER**

**RE: RFP #2125-02**

PHYSICAL ADDRESS: 7700 SOUTHLAND BLVD., SUITE 10, ORLANDO, FL 32809

MAILING ADDRESS: 7700 SOUTHLAND BLVD., SUITE 10, ORLANDO, FL 32809

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

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## **Section 1. GENERAL INFORMATION**

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

In 1999, the Florida Legislature enacted the School Readiness Act (§ 411.0, amended to 1002 Part VI, Florida Statute) in an effort to consolidate early learning education programs and to create a more cohesive and efficient program of early education. The School Readiness Act directed that school readiness programs would be administered by school readiness coalitions (now known as the Early Learning Coalitions or "ELC's") at the county or multi-county level. In accordance with § 1002.75, F.S., The Florida Office of Early Learning (**OEL**) is charged with the responsibility for administering the operational requirements of the Program at the state level. **OEL** has certified the EARLY LEARNING COALITION OF ORANGE COUNTY (**Coalition**) as a local early learning coalition for the purposes of implementing programs authorized by Florida Statute and part V of Chapter 100(c)(3) charitable organization designation.

The Coalition recognizes the primacy of parents as their children's first teachers and the importance of children entering the education system ready to learn. The School Readiness program takes into account the level of physical, social, emotional, and intellectual development of a child, involves parents as their child's first teacher, prepares children to become ready for school, and provides parents with information on child development and other topics of interest. The Coalition seeks to assist parents by providing opportunities for the birth-to-kindergarten population to enhance their chances for educational success by participating in quality School Readiness programs that can better prepare them for school.

Through this RFP the Coalition intends to:

- create a consistent approach for the administration of **Hearing and Vision screenings** of children participating in the School Readiness program in Orange County
- administer H&V screenings within the timeline established in **Section 3** of this RFP utilizing a standardized screening tool approved by the Coalition.
- develop best practices for creating a uniform system of administration, scoring, and prompt reporting to the parent, provider and Coalition.

To facilitate this work and to ensure stakeholder support, the Coalition has been researching different tools with the goal of providing information on the screening tool and an on-line data management system to help expedite referrals for additional services. Coalition is currently using [Eros Scan](#)® for hearing and [Spot™ Vision Screener](#) for vision.

Each school readiness program provides a developmental screening for children and referrals to specific health and educational specialists. These services work in cooperation with other programs for young children such as Early Head Start, Head Start, Healthy Families, and the Voluntary Prekindergarten (VPK) program.

The Coalition intends to sustain the relationships with local community partners while at the same time establishing new ones. The successful proposer must be able to collaborate in these efforts and promote a coordinated and comprehensive system of Early Care and Education services to strengthen collaboration with various community partners. The focus of this system development is to ensure that children birth to five (5) receive quality early care and education services through an effective screening program.

### **1.2. PURPOSE**

The purpose of this Request for Proposal (hereinafter referred to as "RFP") is to issue a contract for the services described in Section 3, with an estimated funding level of **\$460,000 per 12-months**.

It is the Proposer's responsibility to examine the RFP, become familiar with all statutes, laws and rules affecting this RFP (including, without limitation, §1002.81-97, and 1002.51-73 and Ch. 6M, F.S.), to determine that the Coalition's requirements are clearly stated, and to submit its Proposal in a timely, complete, and procedurally correct manner. The services described in this RFP will be procured in accordance with § 215.971, 287.057, 287.058, and 1002.84 (12), Florida Statutes, and the existing OEL Grant Agreement with the Coalition.

The Coalition seeks to enter into a single contract to administer and manage comprehensive and effective **Children Hearing and Vision Screenings** services, hereinafter referred to as **HVS**. The Coalition has determined that an Invitation to Bid for this purpose is not practicable and, as such, the contractual services herein will be procured by competitive sealed proposals.

Proposers must respond to the project in its entirety. Detailed scope of services can be found in Section 3.

Responses to the Early Learning Coalition of Orange County, Inc.'s ("**Coalition**") Request for Proposals, Solicitation Number: ELCOC RFP# **2125-02** (referred to hereafter as the "RFP") will be received by the Coalition per the Schedule of Events, at the Coalition's headquarter offices located at **7700 Southland Blvd. Ste 100 Orlando, FL 32809**. The Proposals received by this date and time will be publicly opened and read **per the Schedule of Events**. No Proposal or modification to Proposal will be considered after the time and date specified in this RFP for receiving Proposals. Persons or entities desiring to submit a response to the RFP shall deliver its Notice of Intent to Submit a Proposal to the Coalition per the date and time on the Schedule of Events.

All proposals shall: **(1)** be formatted and prepared in accordance with the requirements described in this RFP; **(2)** state the Proposer's plan and budget for providing all services described in this RFP; **(3)** specify the proposed price for the initial contract of 18 months by doing (a) six (6) month budget for time period of January 1, 2021 through June 30, 2021 and (b) 12 month budget July 1, 2021 through June 30, 2022, and each possible renewal year, and a total cost for all years of the contract.

The Contract will be awarded through written notice to the qualified and responsive Proposer whose proposal is determined to be most advantageous to the Coalition, taking into consideration price, quality, and other criteria as indicated within this document. The Proposer must demonstrate the ability to meet ALL the requirements defined in this document.

Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. The price of the commodity or contractual service to be renewed shall be specified in the proposal. A renewal contract may not include any compensation for costs associated with the renewal.

Renewals shall be contingent upon: a) satisfactory performance evaluations by the Coalition, b) availability of funds as determined by the Coalition Board of Directors; and c) changes in programmatic or service-related needs as determined by the sole discretion of the Coalition. The Contract may also be affected by any changes in statute, funding or rule that may arise during the contract period. The Coalition Core Contract is attached as Appendix A.

Each Proposal shall be evaluated for the degree to which it satisfies each (and all) the criteria stated in this RFP. All criteria will be scored using the RFP Rating Tool and instructions described in Section 6 of this RFP.

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

### **1.3. General Terms**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Child Care Purchasing Pool (CCPP):** Purchasing Pool funds are used to provide subsidies to low income working parents who are eligible for School Readiness services with a 50% cash match from employers, local government, and other contributors. These funds are awarded based on the amount of matching funds secured by the Provider. This program was replaced by the SR Match program in July 2019.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Non-Direct Services:** Services include client eligibility, and provider services to improve quality. These services are intended to support families to ensure safe, developmentally appropriate, and family friendly School Readiness services, and to protect children from abuse/neglect and remaining or becoming economically self-sufficient. Non-Direct services costs are negotiated by the Coalition.

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

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

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

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

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

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

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

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

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

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

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

**School Readiness Match (SR Match):** SR Match funds are used to provide subsidies to low income working parents within certain income guidelines with a 50% cash match from employers, local government, and other contributors. These funds are awarded based on the amount of matching funds secured by the Provider. SR Match funds are administered by the state and managed by the Coalition at the local level.

**Single Point of Entry (SPE)** – is the process established under s.1002.81 (14), F.S. that allows parents to access CCR&R services and to apply for SR and VPK Programs through the family portal. The SPE is the access point for



the unified waiting list. If funding is not available, children eligible for the SR program will be placed on the uniform waiting list.

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

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

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

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

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

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

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

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

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

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

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

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

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

## 1.5. Authorities

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

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

**SCHOOL READINESS PROGRAM**

- A. Section 1002, F.S., as amended
- B. Authority for Temporary Assistance to Needy Families (TANF) services and Workforce Development services is provided in applicable parts of Part A, Title IV of the Social Security Act, 45 CFR Part 260 and ss. 414.045(1), 445.017 and 445.032 F.S.
- C. Sections 215.422 and 287.585, F.S. and Chapter 3A-24, F.A.C. -Authority for processing requests for payments from child care subcontractors.
- D. Authority for Family Day Care Requirements is provided in Rule 65C-20, F.A.C.
- E. Authority for Subsidized Child Care Requirements is provided in Rule 65C-21, F.A.C.
- F. Rule 6M-4.200-2.09, Florida Administrative Code (F.A.C.) - Authority for SR eligibility.
- G. Rule 6M-9.300, F.A.C. - Child Care Resource and Referral.
- H. Sections(s) 1002.84(3) and 1002.92, F.S.
- I. Child Care and Development Fund Plan (CCDF) Florida State Plan
- J. 402.3018, F.S. - Authority for Inclusion Services
- K. 39.604 F.S. - Rilya-Wilson Act

**VOLUNTARY PRE-KINDERGARTEN EDUCATION PROGRAM (N/A FOR THIS PROJECT)**

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

**GENERAL**

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

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<b>SECTION 2: RFP PROCESS</b>
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**2.1. POINT OF CONTACT**

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

**Early Learning Coalition of Orange County**  
**Jamie Lopez**  
**Procurement and Grants Manager**  
 7700 Southland Blvd., Suite 100  
 Orlando, Florida 32809  
[jlopez@elcoc.org](mailto:jlopez@elcoc.org)

**2.2. PROPOSER DISQUALIFICATION**

- A. **Convicted Vendor.** In accordance with § 287.133, F.S., persons and affiliates who have been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, F.S., for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Any Proposal received from a person, entity or affiliate who has been placed on the convicted vendor list shall be rejected by the Coalition as an unresponsive Proposal and shall not be further evaluated.
- B. **Discriminatory Vendor.** In accordance with § 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal for a period of 36 months following the date of being placed on the discriminatory vendor list, whether as a Proposer, a member of a Proposer, or a subcontractor of a Proposer. Any Proposal received from a person, entity or affiliate who has been placed on the discriminatory vendor list shall be rejected by the Coalition as an unresponsive Proposal and shall not be further evaluated.
- C. **Failure to Perform Prior Contracts.** Failure to have performed any contractual obligations with the Coalition in a manner satisfactory to the Coalition will be a sufficient cause for disqualification.
- D. To be disqualified as a Proposer under this provision, the Proposer must have:
1. Previously failed to satisfactorily perform in a contract with the Coalition, been notified by the Coalition of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Coalition; or,
  2. Had a contract terminated for cause by the Coalition, by any agency of the State of Florida, or by any Children's Services Council.
  3. The Proposer or any of its staff have participated in the development and review of the RFP documents for this Solicitation.

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

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

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

- A. **Written** Communications are allowable at any time, but only if addressed to the designated contact person in **Section 2.1** Such communication is limited to matters of process and procedure already contained in the corresponding solicitation document and should be conducted by the due date on **Section 2.4**.

B. Oral communications before Procurement Committee meetings provided such communication is limited to matters of process or procedure already contained in the corresponding solicitation document and/or clarification related to Proposer's response.

#### 2.4 Schedule of Events \*

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

ACTIVITY	DATE	TIME	ADDRESS/METHOD
<b>Request for Proposal Released</b>	<b>September 21, 2020</b>	<b>N/A</b>	<i>Headquarters:</i> 7700 Southland Blvd., Suite 100 Orlando FL 32809 Coalition website: <a href="http://www.elcoc.org">www.elcoc.org</a> *
Signed Notice of Intent to Submit a Proposal due no later than	September 28, 2020	3:00 PM	7700 Southland Blvd., Suite 100 Orlando FL 32809 Or emailed to: <a href="mailto:jlopez@elcoc.org">jlopez@elcoc.org</a>
Last day to submit written inquiries to the Coalition	October 2, 2020	Noon	7700 Southland Blvd., Suite 100 Orlando FL 32809 Or emailed to: <a href="mailto:jlopez@elcoc.org">jlopez@elcoc.org</a>
Coalition posts answers to written inquiries on the website	October 6, 2020	4:00 PM	<a href="http://www.elcoc.org">www.elcoc.org</a> *
<b>Sealed Proposals must be received by the Coalition</b>	October 14, 2020	3:00 PM	7700 Southland Blvd., Suite 100 Orlando FL 32809
Opening of Proposals	October 15, 2020	No later than 4:00PM	7700 Southland Blvd., Suite 100 Orlando FL 32809
Meeting of Procurement Committee (as their availability allows)	TBD	TBD	7700 Southland Blvd., Suite 100 Orlando FL 32809
Posting/Protest Period (72 hours)	Within 24 hours after decision is reached	TBD	7700 Southland Blvd., Suite 100 Orlando FL 32809
*Coalition Board Approval of Contract	TBD	N/A	7700 Southland Blvd., Suite 100 Orlando FL 32809
*Anticipated effective date of Contract	January 1, 2021	N/A	N/A

\*Times and locations are subject to change at Coalition's discretion. Proposers who have submitted a "Notice of Intent to Submit" will be notified electronically of any changes made to the schedule of events. Changes will be posted at [www.elcoc.org/about/procurement](http://www.elcoc.org/about/procurement).

## 2.5. Notice of Intent to Submit a Proposal

- A. As a condition of submitting a proposal, Proposers are requested to submit a *Notice of Intent to Submit a Proposal Form* (**Exhibit 1**) bearing the original signature of an authorized agent of the Proposer no later than the date on the Schedule of Events, **Section 2.4** to the point of contact and address listed in **Section 2.1**. Please be advised that submissions of the Notice of Intent Form by facsimile will not be accepted.
- B. The *Notice of Intent to Submit a Proposal Form* is to provide the Coalition with the proper address and contact person for each Proposer so that any notices of action or changes can be forwarded appropriately. Failure to submit a Notice of Intent to Submit a Proposal Form by the deadline on Section 2.4 shall result in no further notices about this RFP being sent to the Proposer.

## 2.6 Written Inquiries

- A. There will be two (2) time periods within which Proposers may submit written inquiries to the Coalition for the purpose of obtaining clarification or responses to questions concerning any matter relating to this solicitation. The time periods are set forth in the Schedule of Events (**Section 2.4**). No further questions or requests for clarification regarding this RFP will be entertained after 3:00 p.m. (EST) on the last day for receipt of written inquiries set forth in the Schedule of Events for the Final Round of Written Inquiries to the Coalition.
- B. To ensure that sufficient analysis can be made before answers are supplied, all inquiries requesting clarification regarding this RFP must be made *in writing*, electronically or by certified mail to the contact person identified in **Section 2.1**, by the date posted in **Section 2.4**, Schedule of Events. *Facsimiles will not be accepted.*
- C. ***INFORMATION WILL NOT BE PROVIDED BY TELEPHONE.*** Any information received through oral communication shall not be binding on the Coalition and shall not be relied upon by any respondent.
- D. *All questions submitted will be answered in writing and during the scheduled inquiry rounds. Answers will be posted on the Coalition's website at [www.elcoc.org/about/procurement](http://www.elcoc.org/about/procurement).*

## 2.7 Addenda.

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

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

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

consideration of the Coalition's evaluation of submitted Proposals, the Proposer, by submitting its Proposal, expressly waives any claim to damages, of any kind whatsoever, in the event the Coalition exercises its rights provided for in this section.

## **2.9 WITHDRAWAL OF PROPOSAL**

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

## **2.10 NOTICE OF CONTRACT AWARD**

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

## **2.11 PUBLIC RECORDS/PROPOSER TRADE SECRETS**

Article 1, Section 24 of the Florida Constitution and Chapter 119, F.S., guarantees every person access to all public records. All information contained within each Proposal submitted to the Coalition pursuant to this RFP is part of the public domain after the Contract is awarded. Proposers must invoke the exemptions to disclosure provided by law, in their Proposals by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and state the reason, in writing, why the exclusion from public disclosure is necessary. Such claimed exempt information shall be segregated from the remainder of the Proposal. Proposer agrees that no right or remedy for damages shall be had against the Coalition that arises from any disclosure made by Coalition herein, in good faith. Further, Proposer agrees that it shall indemnify, defend and hold the Coalition harmless from and against any losses, expenses, liabilities, costs, (including court costs and reasonable attorney's fees and costs), claims or actions by a third party that relates to Proposer's claimed exemptions herein.

## **2.12 NO DISCRIMINATION/IDENTICAL OR TIE RESPONSES**

The Coalition, in accordance with Title VII of the Civil Rights Act of 1964, ensures that in any Contract entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit Proposals and will not be discriminated against on the grounds of race, color, or national origin in consideration of award. The Coalition will follow the laws set forth in §287.057, F.S., when evaluating identical responses from multiple Proposers. If two equal responses to an RFP are received and only one response is from a certified minority business enterprise, the Contract shall be awarded to the certified minority business enterprise pursuant to § 287.057(12), F.S.

## **2.13 PROTESTS AND DISPUTES**

Any unsuccessful Proposer who is adversely affected by the Coalition's decision concerning a procurement solicitation or Contract award under this RFP may protest such decision by filing a protest in compliance with Section 120.57(3), F.S. The protest must be filed in writing within 72 hours after the posting of the notice of decision (or intended decision) and my file a formal written protest within 10 days after the date the notice of protest is filed as required by s. 120.57(3), F.S. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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

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

#### **2.14 APPEALS**

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

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

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

#### **2.16. COMPLIANCE WITH LAWS/RULES/REGULATIONS**

- A. The Successful Proposer shall for itself, and it shall cause each of its employees, agents, representatives, contractors and subcontractors to continuously comply with any and all federal, state, and local laws, rules,

regulations, codes, ordinances, statutes and orders of any public authority bearing on the performance of the awarded Contract by Proposer. The Successful Proposer shall ensure throughout the duration of the Contract that it, and all of its contractors and subcontractors of any tier, shall be properly licensed and certified continuously throughout the duration of all work performed and services provided in accordance with the resulting Contract. All such licensing and certification shall be at the sole cost of each contractor and subcontractor. Upon request, Proposer shall furnish to the Coalition copies of any licenses, permits or certifications required to comply with any law, rule, regulation, code, ordinance, statute and order referenced herein.

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

## **2.17 EMPLOYMENT/RETENTION OF UNAUTHORIZED ALIENS**

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

## **2.18. EVALUATION CRITERIA AND RFP SCORING METHODOLOGY**

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

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

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

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

Subsequent to the end of the evaluation process, the proposal evaluation committee will rate Proposers, who in their judgment, best meet the needs and requirements of the Coalition. While price is an important factor in selecting Proposer(s) for an award, other factors in the competitive process will be considered and may take precedence over price. Those factors may include, but are not limited to, the following: quality of service offered, operating characteristics, technical innovations, administrative capability, previous experience in providing the same or similar services, and the ability to achieve the deliverables as specified in Section 4.

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



### 3. SECTION 3: MINIMUM PROGRAMMATIC REQUIREMENTS

The goal of this program is to screen the greatest possible number of children while supporting integrated early learning programs with the goal of preparing children for success in school while offering parental choice of child care to the parents. It is expected that Proposers will describe their approach to balancing these sometimes-contradictory requirements. Innovative methods of providing hearing and vision services and support to providers and families should be included in this proposal.

The Coalition is seeking a Contractor that will provide and administer state of the art services to further enhance the Coalition's goal of providing quality early care and education services for families with children ages birth to five.

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

The selected Proposer must develop a plan to ensure effective and cost-efficient high-quality Support Services that meet the following goals: 1) maximize the limited funding that is available by minimizing duplication of efforts/services; and 2) meet the statutory mandate of the School Readiness Act and applicable rules as amended.

In addition, due to the COVID-19 social distancing rules, we ask the proposer to describe the protocols for the protection of health and safety to staff and families. These protocols to prevent spread to staff and families should include, but not limited to:

1. PPE supplies and materials,
2. Preventive measures,
3. Reporting of possible exposure,
4. Management of occurrence,
5. Emergency needs,
6. Outcomes reporting.

#### 3.1 GENERAL SPECIFICATIONS

- A. Each proposer must provide the Coalition with a brief description of the company, including the year of incorporation and the general services provided. Each proposer must demonstrate a minimum of three (3) years of similar experience, organizational capacity and ability to provide implementation and oversight of this project.
- C. Each proposal must include a plan that provides responses that includes the following:
  7. Program Management
  8. Data Security Management
  9. Staffing plan
  10. Work plan
  11. Budget
- D. Estimated number of children served:
  - School Readiness Program services will be provided to an estimated **14,016** unduplicated children in Orange County, on an annual basis.
  - For the fiscal year 2018-19\*, the Early Learning Coalition of Orange County served:
    - Children birth through five years old: 11,709 (subject to ASQ)
    - **SR Providers** delivering services: 497

\* **Source:** Office of Early Learning (OEL) Fact Book; link: <http://www.floridaearlylearning.com/oelresources/factbook.aspx>

In Orange county, in the fiscal year 2018-19, 5,642 children ages 1 through 4 were identified as eligible for hearing and vision screening on 7/1/2019. Using the VS100 SPOT Vision Screener and the ERO●SCAN OAE Test System, the EI Specialists screened children onsite in their child care setting.

- 428 children (7.6%) were not screened based on parents who declined screening services;
- 86 children (1.5%) reached the age of 5 and were enrolled in kindergarten as of 8/19/19;
- 18 children (.35%) left the program prior to screening;
- 69 children (2.9%) were enrolled in Head Start, are served evenings/weekends only, moved out of the service area, had an existing therapy plan or an illness that prohibited screening; and, 5,041 children were available (89.35 %) using the ERO●SCAN and SPOT

**\*\* Source:** Community *Coordinated Care for Children, Inc. (4C)/Year End Report for FY 2018-19.*

### **3.2 INTENTIONALLY OMITTED**

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

- A. Operate the vision and hearing tools selected by the Coalition and the companion online computer components.
- B. The Proposer must be able to offer provider training and TA as requested.
- C. The Proposer must be able to work with providers, families and community partners and must be able to write letters and reports.
- D. Ensure all children enrolled in the program and referred to the Proposer receive vision and hearing screenings and referral services as needed.
- E. Must work in close partnership with the Coalition's Inclusion Specialist and the contractor who administers the ASQ3 while serving those children needing Vision and Hearing Screenings.
- F. The Coalition will be evaluating all successful Proposers on their ability to meet and exceed program goals and objectives. Those goals and objectives must achieve high levels of accountability and reliability to meet or exceed State and federal requirements. Detailed information can be found at <http://www.floridaearlylearning.com/oelresources/factbook.aspx>
- G. The Proposer must be able to document and track measurable outcomes.
- H. The Proposer shall coordinate services with the entity who administers the ASQ3 in an effort to maximize public and private cooperation, be cost-effective and minimize barriers to accessing local services.

### **3.4 MAJOR PROGRAM GOALS**

The Mission of the Early Learning Coalition of Orange County is to provide every child with equal access to high quality early learning programs by supporting those who help children grow and develop:

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

### **3.5. Intentionally Omitted**

### **3.6 Intentionally Omitted**

### **3.7 Child Screening TASK LIST**

Child Screening – brief evaluation procedure used to identify children in need of further assessment(s) completed in the areas of cognitive, physical, emotional, and social development, vision, hearing, and health.

- A. Proposer has to ensure parents have the right to refuse screenings, and/or not act on referrals pertaining to their child. All parent refusals shall be documented in writing, signed by the parent, and retained in the child's file.

- B. The process shall address and ensure parental notification of screening results in compliance with 6M-4.720(2).
- C. The screening instrument shall be approved by the Coalition. Screening instruments may vary based on the age of the child.
- D. Proposer shall describe how it will ensure that all children referred to the Proposer are screened within **fifteen (15) business** days of referral date.
- E. Collect, input results, disseminate results, provide referrals, and provide TA (as needed) based on the tool's guidelines.
- F. Monthly, report the number of children referred from the Contractor for who administers the ASQ3 and the number of children screened with results and referrals, if given. This report will be directed to the Coalition's Director of Provider Services.
- G. Referrals to other agencies given to parents are followed up within 60 days.
- H. Document the test results of the child and complete, when needed, the "Special Needs Referral" form in accordance with Coalition procedures.
- I. Once completed, the form along with attached documentation (previous referrals, screening tool, etc.) is then sent to the Coalition's Inclusion Specialist for further review and appropriate action.

### **3.8 ADMINISTRATIVE ACTIVITIES**

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

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

### **3.9 TASK LIMITS**

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

### **3.10 STAFFING LEVELS**

- A. The Contractor shall be adequately staffed to provide timely and competent administrative and direct services. The Coalition should be notified within 30 days of any changes to such job descriptions.
- B. The Contractor will maintain sufficient staff to deliver the agreed upon services as reflected in the Contractor's Proposal and in the resulting Contract. Staffing levels must include telephone counseling staff available to receive incoming consumer calls during specified hours, and by computer or other electronic means.

- C. The Contractor shall furnish to the Coalition an organizational chart listing positions, lines of authority and an explanation of how the program relates to the entire agency operation. The Coalition must be notified within thirty (30) days of changes to the organizational structure. Such notification must show how this change affects services provided to the Coalition.

### **3.11 PROFESSIONAL QUALIFICATIONS**

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

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

- A. Agree to abide by all state and federal regulations with respect to confidentiality of recipient information and to adhere to all applicable requirements and restrictions of the Federal Privacy Act of 1974.
- B. Use the statewide information data system, currently the Enhanced Field System (EFS/SSIS), to process all School Readiness data and use this system to respond to reporting requirements, conduct analysis of data for planning and research.
- C. Establish a system administrator/IT security officer who shall be responsible for implementing the confidentiality provisions and securing the integrity of the data. It is strongly recommended that the system administrator and IT security officer be one in the same. Responsibilities include ensuring that the appropriate OEL-issued data confidentiality forms are properly executed for both internal and external users of any data system associated with the School Readiness program.
- D. Adequately train staff in non-disclosure. Only staff properly trained will have access to the system (or OEL staff and qualified monitors).
- E. Take steps to safeguard data and deter computer related crimes as defined in 815.02, F.S. The Proposer is responsible for ensuring the security and confidentiality of all data systems used to manage early learning program data, including proprietary and commercial off the shelf (COTS) software and any other software or tool used for this purpose.
- F. Strictly adhere to guidelines from OEL-IT on maintaining a secure and accurate database. Ensure that the most current release of OEL's Statewide Information System is in use within sixty (60) calendar days of the release of any system changes affecting these services.
- G. Ensure data will be made available to OEL-IT, federal and state auditors, for review and audit, 24 hours a day, 7 days a week.
- H. Comply with data correction requests or data cleansing activities as directed by OEL. Communicate any problems that arise during the use of the Single Statewide Information System, including enhancement requests, to OEL's Statewide Information System design and maintenance contractor.
- I. Communicate any changes made to the Proposer's software or hardware which may adversely-affect the Coalition's ability to access information including, but not limited to changing the Internet Protocol (IP) address, changing the password, and configuring a firewall on the network. Any change must be communicated in writing no less than 72 hours prior to the implementation of the change to the Coalition Chief Executive Officer.
- J. Submit a "Policy and Internal Monitoring Plan" due no later than August 15 of the first contract year to ensure the accuracy of data, and subsequent changes to the policy will be submitted to the Coalition immediately.

- K. Ensure that the Proposer's Information Systems Security policies and procedures will contain criteria and standards as set forth in OEL's Policy 5.02 section III.C., reflecting at a minimum: 4. security training and awareness, 10. contingency Planning, 12. identification and authentication, 16. personnel security, 22. mobile computing, 25. remote access, 30. database security, 31. media management, and 32. password management, as applicable to the services procured in this document.
- L. The Proposer shall develop and implement Protocol 11, access control, except that in lieu of executing a data security agreement, the Proposer shall complete OEL's Memorandum of Understanding and data security agreement as provided. The Proposer will maintain the completed data security agreement forms, and ensure the form is completed within seven (7) calendar days of the first day an employee has access to the data systems.
- M. Participate in routine data security reviews to ensure compliance with OEL's Policy 5.02. The Proposer may participate in information security related training offered by OEL to satisfy the requirements of Policy 5.02, section III.C., protocol 4. Security Training and Awareness.
- N. Ensure that all confidential information is protected and shall use a secure method for the electronic submission for all sensitive or confidential information. Any information security related breaches shall be reported in accordance with section 817.5681, Florida Statutes.
- O. Comply with any data analysis, definitions, and standardization activities required by OEL.
- P. Establish and maintain the means to access and utilize an integrated, automated system for maintaining all client data.

### **3.13 SUBCONTRACTORS**

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

### **3.14 SERVICE DELIVERY LOCATION**

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

The Proposer shall have an alternative service delivery plan for Continuing of Operations during state emergencies and/or other instance that will hinder the standard face-to-face business operations.

### **3.15 SERVICE TIMES**

- A. Hearing and vision services, and administrative services must be available at times related to customer needs for these services. For the purpose of this paragraph, customer means eligible children, their families, caregivers (both subcontracted and vouchered), early learning providers, and the Coalition.

Proposer's offices and satellite offices shall be open Monday through Friday excluding holidays, during normal operating hours which are 8:00 a.m. to 5:00 p.m.

- B. Telephone counseling services must be available from 8:00 a.m. to 5:00 p.m., Monday through Friday excluding holidays. All resource and referral calls must be answered by the third ring and/or retrieved during the hours set forth in the preceding sentence. **A message system must be used as backup ONLY during business hours and to receive calls during non-business hours. The message system is a back-up system, not the primary system for answering calls.** All calls must be retrieved from the message system and returned no later than the third business day of the time the call was made. The telephone message must ask for a name, contact number, time of call, and what the call is regarding.

### 3.16 CHANGES IN LOCATION

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

### 3.17 EQUIPMENT

- A. The Proposer shall maintain sufficient equipment as needed or required and agreed upon with the Coalition to deliver the agreed upon services.
- B. The Proposer will acquire and maintain, at a minimum, personal computers, software, LAN standards and e-mail compatible with that of Florida's Office of Early Learning, and the Coalition. The Information Systems Standards and Information Systems Requirements are set forth herein as **Appendices "C" and "D"**, respectively.

### 3.18 SERVICE UNITS

- A. A Unit of service may be: one child screen inclusive of consultation and referrals, if needed.

### 3.19 REPORTS

- A. Where the resulting Contract requires the delivery of reports to the Coalition, mere receipt by the Coalition shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The Coalition reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting Contract. The Coalition, at its option, may allow additional time within which the Proposer may remedy the objections noted by the Coalition or the Coalition may declare the Contract to be in default.
- B. The Proposer shall complete and submit reports in accordance with specifications requested by the Coalition. The Proposer shall provide additional ad hoc reports as requested by the Coalition.
- C. The Proposer will provide data information in a monthly management report, due to the Coalition no later than **15** calendar days following the end of the service month, in a format specified by the Coalition.
- D. The Proposer will be required to ensure that all necessary agency information is available for the completion of the statewide Child Care and Development Block Grant Report.
- E. The Proposer will be required to maintain documentation of direct services provided to families.
- F. FLORIDA CERTIFIED MINORITY BUSINESS ENTERPRISE UTILIZATION REPORTS. The Proposer will be required to submit to the Coalition on a **quarterly** basis a report listing all expenditures with Florida Certified Minority Business Enterprises as certified under section 287.0943, Florida Statutes.

### 3.20 RECORDS AND DOCUMENTATION

- A. The Proposer shall completely document the provision of services to each family and provider through the use of a Coalition-approved system. Upon request, the Proposer shall provide copies of all such documentation and records to the Coalition. During the term of the resulting Contract, the Proposer shall maintain written records as deemed necessary or as required by federal, state, and local laws, rules and

regulations and policies and requirements of OEL and the Coalition. After termination of the Contract, the Proposer shall be required to keep all records for the period required by law.

- B. The Proposer shall maintain accurate and current client/family information, which is updated within one (1) business day upon its receipt of the updated information. The Proposer will monitor the status of the family's eligibility from on-site record reviews and from ad hoc reports obtained from the Proposer's client information system. The Proposer shall maintain sufficient records to verify that family eligibility was determined in accordance with State and Coalition requirements.
- C. The Proposer shall demonstrate it can maintain the data necessary to assist the Coalition to assess success in achieving the established outcomes of the resulting Contract.
- D. The Proposer further agrees to hold harmless, defend, and indemnify the Coalition from and against any claim or damage, including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Proposer of confidential records at its sole expense.
- E. The Proposer shall maintain all records required to be maintained pursuant to the resulting Contract in such manner as to be accessible by the Coalition upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

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

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

### **3.22 PROPOSERS OTHER OBLIGATIONS**

- A. The Proposer is solely responsible for the satisfactory performance of the tasks described in this section. By execution of the resulting Contract, the Proposer recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.
- B. The Proposer and the Coalition, in the performance of the Contract, shall be acting as separate parties and not as agents, employees, partners, joint ventures or associates of one another. Any employee or agent of one party shall not be construed to be the employee or agent of the other party for any purpose.
- C. The Proposer shall be knowledgeable of, and in full compliance with, all State and Federal laws, rules, and regulations, as amended from time to time, that affect or may affect the subject areas of the Contract and also be in full compliance with such other authorities listed in **Section 1.5** of this RFP. The Proposer shall request technical assistance from the Coalition when deemed necessary to facilitate compliance with these authorities. The Coalition's failure to provide such technical assistance does not relieve the Proposer of its responsibilities to ensure compliance with all State and Federal laws, rules and regulations and all rules, policies and guidance established by the Coalition and Florida's Office of Early Learning, or performance under the terms of the Contract.

### **3.23 COORDINATION WITH OTHER ENTITIES**

The Proposer agrees to:

- A. Coordinate services with local communities, counties, and/or other state agencies in Orange County that collaborate to provide early learning services and/or VPK services, such as Healthy Start, Early Steps, Community Partnership for Children, Head Start, School District early intervention programs, private child care, etc., and to promote the mission of the Coalition.
- B. Develop a working knowledge of other community social service agencies to facilitate appropriate referrals.
- C. Maintain a list of community services that is updated at least twice a year to assist families in crisis situations and make referrals to other agencies as needed.

### **3.24 COALITION OBLIGATIONS**

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

### **3.25 COALITION DETERMINATIONS**

The Coalition reserves the right to make any and all determinations relative to all aspects of the School Program and the families who are served by the Coalition either directly or through any one of its Contractors. The absence of the Coalition setting forth a specific reservation of rights does not subject other areas of the Contract resulting from this RFP to mutual agreement.

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

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



## **SECTION 4: FINANCIAL SPECIFICATIONS**

### **4.1 FUNDING SOURCE**

The project described in this RFP and the resulting Contract will be funded by the General Revenue from the State of Florida and Federal funds. The State of Florida Voluntary Pre-Kindergarten Program is state funded. Proposers are advised that in reviewing the Sample Core Contract (**Appendix A**), if federal funds are in excess of \$500,000, a Federal and/or State of Florida single audit will be required.

### **4.2 INTENTIONALLY OMITTED**

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

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

### **4.4 COST PROPOSALS**

The selected Proposer must submit a financial and services plan to the Coalition's Chief Administrative Officer for approval prior to the execution of the Contract. The financial and services plan must contain the elements listed on Section 6 of this solicitation.

### **4.5 FINANCIAL VIABILITY**

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

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

- L. The financial audit must have an unqualified opinion in order for the Proposer to move forward in the RFP process.
- M. All Proposers must demonstrate fiscal solvency, pursuant to financial viability tests utilized by the Coalition based on the most recent audited financial statements, with an unqualified opinion.

#### 4.6. FINANCIAL VIABILITY TESTS

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

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

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

### **SECTION 5: CONTRACT PROVISIONS**

#### **5.1 STANDARD CONTRACT**

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

## **SECTION 6: INSTRUCTIONS FOR PREPARING A PROPOSAL**

### **6.1 PROPOSAL CONTENT, FORMAT AND SUBMISSION**

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

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

1. Title Page containing the following:
  - Early Learning Coalition of Orange County
  - Titled: RFP for School Readiness and Voluntary Prekindergarten Services – Hearing and Vision Services
  - RFP Number **RFP# 2125-02**
  - Proposer's Name, address and all persons and entities having an interest in the Proposal. Title Page must be signed in blue ink by an authorized representative of Proposer.
2. All the Required Exhibits
3. Proposer's History and Experience 6.4
4. Proposal Responses to sections 6.4 through 6.8
5. Description of Approach 6.5
6. Description of Staffing 6.6
7. Proposers Transition Plan 6.8
8. Proposed Budget 6.9 (In separate Binder)
9. Required Statements and Certifications 6.10
10. Proposal Cross Reference Table 6.11

#### **B. FORMAT**

To be considered for evaluation, the Proposal must conform to the content and format requirements described herein. All responses must be in both electronic format as well as hard copy format as follows: both electronic version (program and budget) and the hard copies must be submitted in a sealed 3-ring binder, double spaced, in no smaller than 11-point font type and on 8.5"x11" white paper; and submitted in tabbed sections, the first being the Title Page and Request for Proposal Acknowledgment Form and the remaining sections corresponding to Sections 6.3 through 6.11. Pages must be numbered consecutively within each section. Each question or statement must be reprinted in its entirety and followed by the response. All supporting documentation or exhibits shall be bound separately and clearly referenced. The budget Proposal must be presented in the format prescribed in Appendix "E" and be numbered consecutively. The budget proposal must be in a separate file/binder and electronically saved to a UBS Flash drive but included in the same proposal package.

#### **C. SUBMISSION**

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

1. **ONE (1) ORIGINAL SEALED PROPOSAL** (with separate file/binder for the budget) and the documents requested on **Section 4.5.A**;
2. **SIX (6) SEALED COPIES** OF the Programmatic Proposal;
3. **ONE (1) ELECTRONIC COPY (USB FLASH DRIVE's)** of the Programmatic Proposal;
4. **SIX (6) SEALED COPIES OF the Budget Proposal**; and
5. **ONE (1) ELECTRONIC COPY (USB FLASH DRIVE's)** of the Budget Proposal

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

## 6.2 REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM

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

## 6.3 FATAL CRITERIA CHECKLIST

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

## 6.4 PROPOSER'S HISTORY AND EXPERIENCE

- A. A synopsis of Proposer's organizational business structure and Proposer's qualifications indicating its ability to manage and complete the proposed project.
- B. Description of proposer's relevant work history in Central Florida with non-profit organizations.
- C. Evaluations of Proposer projects similar to the one proposed in this RFP or a parallel service delivery system, indicating success levels (previous experience is desired but not required).
- D. A description of the Proposer's previous or related experience working with the client population described in this RFP and the Proposer's performance. The description should include, but not be limited to, scope of similar or related services previously provided, geographical areas, staff specialties, programmatic capacity, experience with child screenings, number of years providing the services, and quantitative outcomes.
- E. Description of the Proposer's past experiences in managing a transition process and working in cooperation with the previous provider.

## 6.5 DESCRIPTION OF APPROACH- QUANTITATIVE CRITERIA

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

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

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

1. Provide a brief narrative that evidences your understanding of the need for, and purpose of, the services as presented in this RFP.
2. An overview of how the Proposer believes it will meet each of the major program goals in this RFP (**Section 3.4**). Discuss each goal separately. There should be a clear link between service description and goals.
3. A Plan with measurable objectives that will improve future services and outcomes. The plan should incorporate routine reviews of key performance measures. Processes and/or services should be clearly linked with expected outcomes.

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

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

1. Identification of critical relationships with key stakeholders, and descriptions of how the Proposer will communicate with each regarding the provision of coordinated services, improving quality of services, and programmatic issues. Proposer should also include a sample of an Interagency Agreement.
2. A description of how the Proposer will handle referrals for its services, transition from services, and disputes.
3. Letters of support from key community organizations/entities (as attachments and not part of the 40 pages).

#### **C. QUALITY IMPROVEMENT PROCESSES AND OUTCOMES**

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

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

#### **D. CHILD SCREENINGS TASK LIST**

This section describes how the Proposer intends to provide services, as described in **Section 3.7** of this RFP, to the target population. This section should include:

1. Description of the Proposer's plan on how it will render the services requested and described in **Section 3.7. Task List**.
2. A description of the Proposer's intended telephone service delivery system, including hours of operation, and the use of technological and staffing resources to ensure the provision of a highly responsive, professionally staffed telephone service delivery system, which ensures calls are primarily answered by staff, and not a phone messaging system.
3. A description of the Proposer's intended plan to meet the needs of all parents/guardians for information, specific child care referrals, and other referrals.
4. Description of Proposer's hearing and vision screening services geared to non-profit organizations.
5. Description of the Proposer's expertise in child developmental screenings and related services to the target population.
6. Description of the Proposer's tools already in place that will be used to provide the services requested.
7. Description of how the Proposer's will meet qualifications of screeners/assessors.
8. Description of the Technology to be used to implement the requirements.
9. A description of the process on administering, analyzing results, and decision making on appropriate referrals.

10. A description and assurance that the Proposer has the capability of enter screening score data in an electronic tracking system within 30 days of administering the screening.

### **E. Management Information System**

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

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

### **6.6 STAFFING PLAN**

The Proposal must include:

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

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

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

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

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

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

- A. A proposed budget for the **initial 18-month contract period broken down by a six-month January 1 2021-June 30, 2021 and a 12-month July 1, 2021 -June 30, 22 budget.** Costs must be reasonable in relation to the proposed services. The Budget Narrative (Appendix E, Form A) should provide more clarity and detail on the various budget items. Each line item of the budget narrative must

show the criteria used to compute the budget and the calculation used to derive the requested amount. The Budget Narrative (Appendix E, Form A) and the Individual Program Budget by Funding Source (Appendix E, Form B) should correspond and the calculations and totals should be accurate.

- B. A proposed budget for the **each potential additional one (1) year contract renewals (2022-2023, 2023-2024, 2024-2025)**. Costs must be reasonable in relation to the proposed services. The Budget Narrative (Appendix E, Form A) should provide more clarity and detail on the various budget items. Each line item of the budget narrative must show the criteria used to compute the budget and the calculation used to derive the requested amount. The Budget Narrative (Appendix E, Form A) and the Individual Program Budget by Funding Source (Appendix E, Form B) should correspond and the calculations and totals should be accurate. Include a description of significant cost increases and cost decreases. The budget narrative should also disclose any significant changes in services and how they are provided. Renewals may not include any compensation for costs associated with the renewal.
- C. The proposed budgets must show the amount for the services proposed, broken down by service category, which may be modified during the Contracting process.
- D. All budget items must be clearly linked to services in Proposer's Proposal.
- E. Proposer shall complete and submit a complete budget (as separate, attached document) with its Proposal, and per this RFP's instructions. The completed budget includes the Excel Proposal Budget Worksheets by Program (Form A) and the Excel Proposal Staffing Detail Budget Worksheets (Form B), and attached hereto as Appendix E. **These completed budget documents are to be in a separate folder/binder and electronically stored USB Flash drive but packaged with the entire proposal.**
- F. Proposer shall submit the documents listed in **Section 4**.
- G. All proposers must demonstrate fiscal solvency, in accordance with the three financial viability tests, described in **Section 4.5**, utilized by the Coalition based on the most recent audited financial statements, with an unqualified opinion for Proposers.

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

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

#### 6.11 PROPOSAL CROSS REFERENCE TABLE

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

RFP Reference		PROPOSAL Reference		
Sec/Paragraph	Subject	Page(s)	Sec/Paragraph	Subject
6.1 A	Title Page	1	6.1	
6.2 (Exhibit 1B)	RFP Acknowledgement Form	2		
6.3 (Exhibit 11)	Fatal Criteria Checklist	41	Exhibit 11	

**Exhibit 1**

**NOTICE OF INTENT TO SUBMIT A PROPOSAL**

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

Request for Proposal #**RFP 2125-02**

---

Solicitation #

---

Name of Proposer

Child Hearing and Vision Screenings  
Services

---

Proposer Contact Person

Title

---

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

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail: \_\_\_\_\_

---

Name of Proposer's Project Director (if known)

---

Signature of Authorized Official

---

Print Name/Title

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



**EXHIBIT 1B**

**REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM  
RFP #2125-02**

Name of Company:

Mailing Address:

City/ State/ Zip:

(\_\_\_\_) \_\_\_\_\_ and (\_\_\_\_) \_\_\_\_\_

Telephone Number

Fax Number:

Website, and Email Address

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

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

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

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

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

Authorized Signature

Date

Name and Title (typed)

**Exhibit 2**

**ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS**

If the undersigned shall be awarded the Contract, it/we will comply with all of the terms and conditions specified in the RFP solicitation #RFP 2125-02 and contained in the Sample Core Contract, attached to the RFP as Appendix "A."

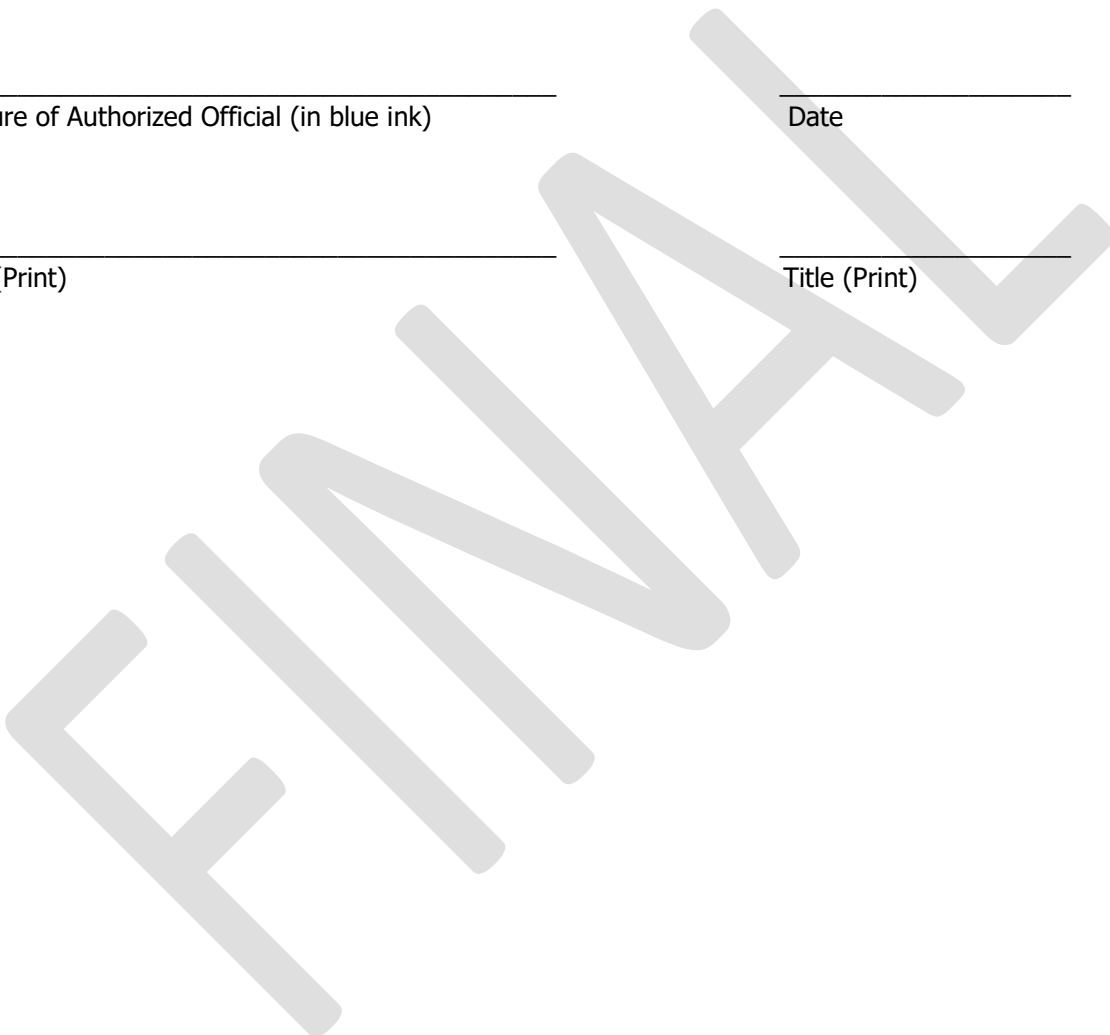
\_\_\_\_\_  
Name of Business/Organization

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)



**Exhibit 3A**

**STATEMENT OF ASSURANCES**

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

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

---

Name of Proposer

---

Signature of Authorized Official (in blue ink)

---

Date

---

Print Name

---

Title

**Exhibit 3B****PROPOSER'S REPRESENTATIONS**

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

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

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

---

Name of Proposer

---

Signature of Authorized Official (in blue ink)

---

Print Name/Title

---

Date

**Exhibit 4****CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTION**

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

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

---

 Name of Proposer

---

 Print Name and Title of Authorized Official

---

 Signature of Authorized Official (in blue ink)

---

 Date

**Exhibit 5****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

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

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

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

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

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

Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order]

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

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

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

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. Personally known  
\_\_\_\_\_ Or produced identification \_\_\_\_\_

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

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

Printed typed or stamped

(Commissioned name of notary public)



**Exhibit 6****NON-DISCRIMINATION STATEMENT**

Public Law 105-220, Sec. 188 Nondiscrimination

*(a) In General. —*

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

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

---

Name of Company/Organization

---

Print Name

---

Title of Authorized Official

---

Authorized Signatory (in blue ink)

---

Date

**Exhibit 7**

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans and Cooperative Agreements.

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

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

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

---

Name of Company/Organization

---

Name and Title of Authorized Official

---

Signature (in blue ink)

---

Date

**Exhibit 8****CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

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

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

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

It is not required to provide the workplace address. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the Contract, we will inform the agency of the changes. The following are the sites

for the performance of work done in connection with the specific Contract including street addresses, city, county, state and zip code:

---

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

**CERTIFICATION**

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

---

Name of Company/Organization

---

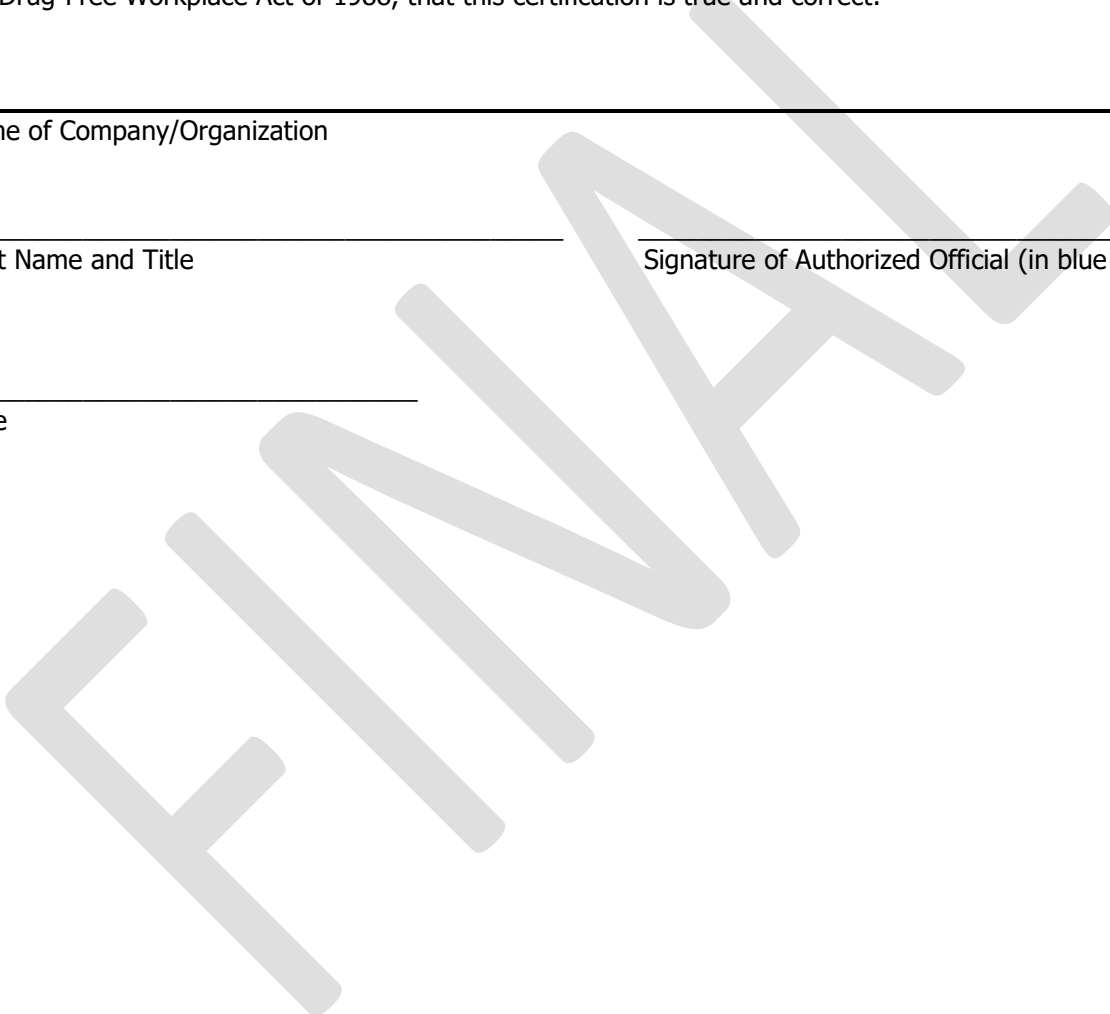
Print Name and Title

---

Signature of Authorized Official (in blue ink)

---

Date



**EXHIBIT 9**

**Request for Proposal**  
**Statement of No Involvement**

Proposer Name:

\_\_\_\_\_

Proposer Mailing Address:

\_\_\_\_\_

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

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

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

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same material, supplies, equipment, or services and in all respects this Proposal is fair and without collusion or fraud. I agree to abide by all terms and conditions of RFP #RFP2125-02 and certify that I am authorized\* to sign the Proposal and that the offer is in compliance will all requirements of the RFP including, but not limited to, all certification requirements.

In addition, no member of this company has been:

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

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

Signature of Authorized Official (blue ink only)

Date

Print Name and Title

**Exhibit 10**

**NON-COLLUSIVE AFFIDAVIT**

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

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

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

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

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

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

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the afore mentioned individual, who is personally known to me: \_\_\_\_\_ or Produced his \_\_\_\_\_ as identification.

WITNESS my hand and official seal.

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

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

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

**Exhibit 11**INITIAL SCREENING for ***Solicitation Number: # RFP 2125-02***  
**CHILD HEARING AND VISION SCREENINGS****Proposer Name**

Proposer Contact Person (must sign below)

Title

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

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

14. Did the Proposer submit a timely Notice of Intent to Submit a Proposal in accordance with the Schedule of Events for this solicitation? ( <b>Exhibit 1</b> )		
15. Did the Proposer submit a signed <b>Exhibit 12-</b> Financial and Compliance Audit?		
16. Did the Proposer submit a signed <b>Exhibit 13</b> –OEL Assurances and Certifications?		

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Signature of Authorized Official (blue ink only)

Date

F E M A



**Exhibit 12****FINANCIAL AND COMPLIANCE AUDIT**

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

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

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

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

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

**PART I: FEDERALLY FUNDED**

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

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

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

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

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

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

**Subrecipients and Contractors.** An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient is subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor

determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

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

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

## **PART II: STATE FUNDED**

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

In the event the Contractor expends \$500,00 or more of state financial assistance in any fiscal year, the Contractor must have a state single or project-specific audit conducted in compliance with s. 215.97, F.S.; applicable rules of DFS and chapter(s) 10.550 (Local Governmental Entities) or 10.650 (Nonprofit and For-Profit Organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DOE, other state agencies and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

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

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

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

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

## **PART III: REPORT SUBMISSION**

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

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

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

Early Learning Coalition of Orange County  
 Jamie Lopez; Procurement and Grants Manager \*  
 7700 Southland Blvd., Suite 100, Orlando, Florida 32809  
[jlopez@elcoc.org](mailto:jlopez@elcoc.org)

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

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

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

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

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Name of Proposer

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Signature of Authorized Official (blue ink only)

Date

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Print Name and Title

**Exhibit 13**

**OEL Certifications and Assurances Form**

**Authority for data collection** – 45 CFR Part 98.10-12; ss. 1001.213, 1002.75 and 1002.82, F.S.

**Instructions** – These certifications and assurances will be in effect for the duration of this agreement. The Coalition shall not require amendments unless required by changes in federal or state law, or by other significant change in the circumstances affecting a certification or assurance in this agreement. The entity/agency head, or other authorized officer, must sign the certification and return it to the address listed below. No payment for this agreement will be made without this current signed Certifications and Assurances form on file.

**Certification:**

I, the undersigned authorized official for the named PROPOSER, hereby agree to administer the federally-funded and/or state-funded education programs on behalf of the named PROPOSER below. I certify that the PROPOSER will adhere to and comply with the Certification and Assurances and all requirements outlined within this exhibit.

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

Typed **Name/Title** of Authorized Official \_\_\_\_\_

I certify the PROPOSER will adhere to each of the Certifications and Assurances outlined in this exhibit for participation in Federal and State Programs as applicable to the agreement.

Signature (must be original) \_\_\_\_\_ Date \_\_\_\_\_ Area Code/Telephone Number \_\_\_\_\_

**Return original to:**

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

(Early Learning Coalitions (and any Coalition subrecipients) are required to submit this certification form with an original signature along with each grant award submitted to OEL.)

**Exhibit 13 Continued****Certifications and Assurances**

OEL will not award a grant where the PROPOSER or its subrecipients have failed to accept the certifications this section contains. In performing its responsibilities under the agreement, the PROPOSER hereby certifies and assures that it will fully comply with the following requirements.

**I. Federal certifications – applicable to all entities****II. Federal or state-required assurances – applicable to OEL subrecipients**

- A. Assurances – Non-construction programs (OMB Standard Form SF 424 B)
- B. Assurances - construction programs (OMB Standard Form SF 424D), if applicable
- C. Assurances–The Transparency Act (as defined by 2 CFR Part 170)
- D. Other miscellaneous/general disclosures
- E. Assurance for proper expenditure reporting
- F. CCDF Salary Cap annual testing requirements
- G. Certification (ACORN) - prohibition for distribution of funds to the Association of Community Organization for Reform Now
- H. Certification regarding PROPOSER status as a non-major corporation
- I. Certification of cost allocation plan or indirect cost rate proposal
- J. Certification regarding separation of VPK Education Program and SR Program funds (ss. 1002.71(1) and (7), F.S., 1002.89, F.S., and 45 CFR part 98.54)
- K. Certification regarding subrecipient monitoring
- L. Certification regarding immigration status
- M. Certification regarding standards of conduct
- N. Clean Air Act (42 USC 7401, et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
- O. Conflicts of Interest
- P. Contract Work Hours and Safety Standards Act
- Q. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)
- R. Davis Bacon Act, as amended (40USC276a, et seq.)
- S. DUNS number – Data Universal Numbering System
- T. Equal Employment Opportunity (EEO)
- U. Procurement of recovered materials
- V. Procurements and other purchases
- W. Property
- X. Purchase of American-Made Equipment and Products
- Y. System for Award Management (SAM) Unique Entity Identifier Requirements
- Z. Trafficking Victims Protection Act of 2000

**III. Federal certifications – applicable to all entities**

The following Certifications are hereby adopted and incorporated herein by reference as if fully set forth herein. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*. SEVERAL REQUIRE SIGNATURE AS STATED BELOW. FOR THOSE THAT REQUIRE SIGNATURE, EACH FORM MUST BE PRINTED, SIGNED AND ATTACHED TO THIS AWARD WHEN IT IS EXECUTED. THIS AGREEMENT IS NOT VALID UNTIL EACH FORM HAS BEEN COMPLETED IN FULL, SIGNED, AND ATTACHED TO AN ORIGINAL SIGNED AWARD.

[Filing and Payment of Taxes Certification](#). IF APPLICABLE, SIGNATURE REQUIRED

Lobbying Certification. SIGNATURE REQUIRED on RFP **Exhibit 7**

Debarment Certification - Primary Debarment Certification - Lower Tier – **Exhibit 4**

**Exhibit 13 Continued**

Drug-free Certification. Attached **Exhibit 8 (NOT REQUIRED FOR VENDORS)**  
[Environmental Tobacco Smoke Certification](#)

**IV. Federal or state-required assurances – applicable to OEL subrecipients**

The following Assurances are hereby adopted and incorporated herein by reference as if fully set forth herein. EACH FORM MUST BE PRINTED, SIGNED AND ATTACHED TO THIS AWARD WHEN IT IS EXECUTED. THIS AGREEMENT IS NOT VALID UNTIL EACH FORM HAS BEEN COMPLETED IN FULL, SIGNED, AND ATTACHED TO AN ORIGINAL SIGNED AWARD.

*Note: Certain of these assurances may not be applicable to the PROPOSER's operations. Please contact OEL with questions.*

- A. Assurances – non-construction programs** – required by OMB Standard Form SF 424 B, see SF-424B Non-Construction Programs: <https://www.nist.gov/sites/default/files/documents/tip/SF-424b.pdf>
- B. Assurances – construction programs** – required by OMB Standard Form SF 424D, see <https://www.fra.dot.gov/eLib/Details/L02982>, – IF APPLICABLE
- C. "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 Transparency Act's Sub-award and Executive Compensation reporting requirements (as 2 CFR Part 170 defines). Under the Transparency Act, the grantee must report all sub-awards (as 2 CFR Part 170 defines) more than \$25,000, unless exempted. Please see the newly applicable Award Term for Federal Financial Accountability and Transparency Act at the USDHHS ACF website. <https://www.acf.hhs.gov/grants/award-term-for-federal-financial-accountability-and-transparency>.
- D. Other Assurances** – miscellaneous/general disclosures As the PROPOSER's duly authorized representative, I certify that the PROPOSER:
1. Will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida DOE, the Florida DFS and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
  2. Will cause the required financial and compliance audits to be performed in accordance with the Single Audit Act Amendments of 1996 and 2 CFR §200, Subpart F, *Audit Requirements*, and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.
  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. **Will initiate and complete the** work within the applicable time frame after receiving the awarding agency's approval.
  4. Will initiate and complete the work within the applicable time frame after receiving the awarding agency's approval.
  5. Will administer each program covered by this agreement in accordance with all applicable laws, regulations, statutes, rules, policies, procedures and program requirements governing the program(s).
  6. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.
  7. Will submit such reports as described in Section D of this agreement to the Florida DOE, the U.S. DOE and the USDHHS to perform their duties. The PROPOSER will maintain such fiscal and programmatic records and provide access to those records, as necessary, for those departments to perform their duties.
  8. Will provide reasonable opportunities for systematic consultation with and participation of teachers, parents and other interested agencies, organizations and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.
  9. Will make any application, evaluation, periodic program plan or report relating to each program readily available to parents and other members of the general public.



**Exhibit 13 Continued**

10. Will have/establish and maintain a proper accounting system in accordance with generally accepted accounting standards.
11. Will not expend funds under the applicable program to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.
12. Will comply with the requirements in 2 CFR Part 180, Government-wide Debarment and Suspension (Nonprocurement).
13. Will comply with all state and federal requirements, as applicable, for internal controls to ensure compliance with federal and state statutes, regulations, and terms and conditions of the award.
14. Will comply with Florida's Government-in-the-Sunshine Law (Chapter 286, Florida Statutes), that provides a right of access to meeting of boards, commissions and other governing bodies of state and local governmental agencies or authorities.
15. If applicable, after timely and meaningful consultation, the recipient will provide the opportunity for children enrolled in private, non-profit schools, and the educational personnel of such schools, equitable participation in the activities and services provided by these federal funds, and will notify the officials of the private schools of said opportunity. (Educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal [consistent with the number of children to be served] to expenditures for programs of children enrolled in the public schools of the local educational agency.)

**E. Assurance for proper expenditure reporting**

In accordance with 2 CFR §200.415, *Required Certifications*, the official who is authorized to legally bind the Contractor must include the following certification on final fiscal reports or vouchers requesting payment.

"By signing the General Assurances, Terms and Conditions for Participation in Federal and State Programs, I certify to the best of my knowledge and belief that all applications submitted are true, complete, and accurate, for the purposes and objectives set forth in the contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal or administrative penalties for false statements, false claims or otherwise."

**F. CCDF Salary Cap annual testing requirements**

The Consolidated Appropriations Act, 2012 (P.L. 112-74), enacted Dec. 23, 2011, limits the salary amount that PROPOSERS may award and charge to grants and cooperative agreements that the Administration of Children and Families (ACF) funds. PROPOSERS may not use CCDF award funds to pay an individual's salary at a rate more than the annual maximum Executive Level II federal pay rate. The Federal Executive Pay Scale maximum annual Executive Level II salary for calendar year 2019 is \$185,100 and is accessible annually at the [U.S. Office of Personnel Management website](https://www.opm.gov/policy-data-oversight/pay-scales/). This amount reflects an individual's base salary without fringe benefits and income that an individual may earn outside of the duties to the applicant organization. The PROPOSER shall apply this salary limitation to subawards/subcontracts under an ACF grant or cooperative agreement (Child Care Development Grant Funds Program Specific Terms and Conditions for State and Territory Grantees, V.2013.1 (12/2012)). [https://www.acf.hhs.gov/sites/default/files/assets/2013\\_st\\_final\\_25jan13\\_2.pdf](https://www.acf.hhs.gov/sites/default/files/assets/2013_st_final_25jan13_2.pdf)

1. PROPOSERS/PROPOSER subrecipients may not use grant funds to pay for salary costs that exceed the CCDF cap.
2. PROPOSERS/PROPOSER subrecipients must allocate salaries that multiple funding sources pay and compare these calculations to received program benefits.
3. The PROPOSER/PROPOSER subrecipients should perform and document an annual analysis using W- 2 data.
4. All CCDF-funded grantees and sub-grantees are responsible for assuring compliance with this provision. All such CCDF fund recipients and subrecipients are responsible for enforcing other impacted entities of this compliance requirement.

**Exhibit 13 Continued**

5. All CCDF-funded grantees shall comply with salary cap reporting requirements outlined in this section.

**G. Certification (ACORN) – prohibition for distribution of funds to the Association of Community Organization for Reform Now**

To comply with P.L. 111-117, the grantee may not distribute federal funds made available under this agreement to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, the grantee may not provide federal funds to any covered organization as House of Representatives (H.R.) 3571, the Defund ACORN Act, defines.

**H. Certification regarding non-profit organization status as a non-major corporation**

In accordance with 2 CFR §200.415, Required Certifications, the non-profit organization as appropriate must certify whether it meets the definition of a major corporation. 2 CFR §200.414(a) defines major nonprofit organizations as those which receive more than \$10 million dollars in direct Federal funding.

The Contractor is not a major nonprofit organization.

The Contract is a major nonprofit organization.

**I. Certification of cost allocation plan or indirect cost rate proposal**

In accordance with 2 CFR §200.415, Required Certifications, the Contractor must certify the submitted cost allocation plan or indirect cost rate proposal, as instructed by the Office. OEL's current cost allocation plan guidance instructs that no indirect cost rates are required or used by the Office at this time since Florida's early learning programs have administrative spending caps assigned by federal regulation and/or state statutes. For more details please contact OEL.

**J. Certification regarding separation of VPK Education Program and SR Program funds**

Pursuant to ss.1002.71(1) and (7), F.S., s. 1002.89, F.S., and 45 CFR part 98.54, the VPK and SR Programs are independent programs that separate state and federal sources fund. All grantee expenditures made and fiscal records maintained shall reflect funds expenditure separation.

The grantee hereby certifies that:

It will expend all SR (Child Care Development Fund, TANF, Social Services Block Grant and General Revenue) funds solely for operating the SR Program and the funds shall be distinctive and clearly identifiable in all fiscal records the grantee maintains. The grantee shall use all state general revenue funds awarded for operating the Voluntary Prekindergarten Education Program solely operating the Voluntary Prekindergarten Education Program and shall be distinctive and clearly identifiable in all fiscal records the grantee maintains.

**K. Certification regarding subrecipient monitoring**

The grantee certifies that it has established and shall implement fiscal and programmatic monitoring procedures for its subrecipients.

**L. Certification regarding immigration status**

The grantee certifies that it agrees to comply with the provisions of s. 432 of the Personal Responsibility and Work Opportunity Reconciliation Act (42 USC part 1611); ensuring that only individuals eligible for CCDF services receive them.

**M. Certification regarding standards of conduct**

The grantee certifies that it shall comply with the provisions 2 CFR §200.318, General Procurement Standards, regarding standards of conduct. It will establish 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.

**N. Clean Air Act and Federal Water Pollution Control Act**

Pursuant to the 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,



### Exhibit 13 Continued

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 §75, Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

#### O. Conflicts of Interest

1. Pursuant to 2 CFR §200.318, General procurement standards, the Office must maintain oversight to ensure contractors perform scoped services in accordance with minimum standards or conduct.
  - If the Contractor has a parent, affiliate or subsidiary organization that is not a state or local government the Contractor must also maintain written standards of conduct
  - covering organization conflicts of interest.
  - 65.2.1. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Contractor is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
  - 65.2.2. The Contractor's written standards of conduct must also address the performance of employees engaged in the selection, award, and administration of contracts.
2. Related party contracts. Pursuant to state statute and OEL instructions (**s. 1002.84(20)**, F.S.), the Contractor shall provide OEL contract documentation for any contracts with Contractor employees, governing board members or relatives of either group as **s. 112.3143(1)(b)**, F.S., defines. The Contractor must comply with disclosure and reporting requirements in state statute and OEL instructions (**s. 1002.84(20)**, F.S.).
  - 2.1. Any governing board member(s) benefitting from Contractor agreement(s) must disclose in advance the conflict of interest and must abstain from the vote process.
  - 2.2. The impacted individual must complete the necessary conflict of interest disclosure forms.
  - 2.3. The Contractor shall present all such contracts to the governing board for a vote. A valid approval requires two-thirds vote of the Contractor's board; a quorum must be established.
  - 2.4. The Contractor shall not enter into or execute a contract in excess of \$25,000 with a member of the governing board or relative of a board member without OEL's prior approval.
  - 2.5. The Contractor does not have to obtain OEL's prior approval for contracts below \$25,000.
    - 2.5.1. However, the Contractor must adequately disclose and properly report and track such contract activity.
    - 2.5.2. The Contractor shall report such contracts to OEL within 30 days after receiving approval from the governing board.

#### P. Contract Work Hours and Safety Standards Act

Federal and state standards for procurement and contracts administration require all contracts in excess of \$100,000 discuss requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. This provision applies to agreements that include salaries for laborers and for all contracts for repairs, improvements, or other construction activities.

- Contractors will compute wages on a 40-hour week and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous, or dangerous conditions or surroundings.
- These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

#### Q. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

Federal and state standards for procurement and contracts administration require all contracts in excess of \$2,000 discuss requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

### **Exhibit 13 Continued**

- This provision applies to agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities.
- Each contractor or subrecipient 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 Department of Labor.

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

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

#### **S. DUNS Number – Data Universal Numbering System**

The federal government requires organizations to provide a DUNS number as part of their grant applications and proposals. The OMB has adopted the use of DUNS numbers to keep track of how federal grant money is awarded and dispersed. The DUNS number is a nine- digit number the Dun and Bradstreet Company issues. This company provides business information for credit, marketing and purchasing decisions. Some entities will also have what is known as "DUNS + 4," which is used to identify specific units within a larger entity.

Registering for a DUNS number is free of charge with no obligation to purchase any products from the Dun and Bradstreet Company. An authorizing official of the organization should request the number. Generally, it only takes a day to obtain a DUNS number by phone (1-866-705-5711), while applications through the Dun and Bradstreet website can take up to 30 days.  
<https://www.dandb.com/product/companyupdate/companyupdateLogin?execution=e1s1>

All recipients and subrecipients funded with federal funds must obtain a DUNS number prior to receiving a grant.

#### **T. Equal Employment Opportunity (EEO)**

The PROPOSER agrees to comply with E.O. No. 11246, Equal Employment Opportunity (30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 comp. p. 339), Sept. 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of Oct. 13, 1967, amended, and as the Department of Labor regulations (41 CFR part 60) Office of Federal Compliance Programs, Equal Opportunity, Department of Labor supplements. See 45 CFR 75, Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

#### **U. Procurement of Recovered Materials**

- (a) Pursuant to 2 CFR §§200.317, Procurements by states, and §200.322, Procurement of recovered materials, the PROPOSER will comply with the following requirements of section 6002 of the Solid Waste Disposal Act.
- (i) procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
  - (ii) Procure solid waste management services in a manner that maximizes energy and resource recovery; and

### **Exhibit 13 Continued**

(iii) establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The list of EPA-designated items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>.

(b) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the PROPOSER shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The PROPOSER shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the PROPOSER determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(c) Paragraph (b) of this clause shall apply to items purchased under this agreement where: (1) the PROPOSER purchases in excess of \$10,000 of the item under this agreement; or (2) during the preceding Federal fiscal year, the PROPOSER: (i) purchased any amount of the items for use under a contract that was funded with federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

## **V. Procurements and other purchases**

The PROPOSER must comply with federal/state procurement requirements. State procurement instructions are described in ss. 215.971, 287.057, and 287.058, F.S. The PROPOSER must have documented procurement policies and procedures that meet the minimum requirements of federal rules and regulations which are located at 2 CFR §§200.317-200.326.

## **W. Property**

1. Property purchased in whole or in part with federal funds shall be used for the purpose of that federal program and accounted for in accordance with applicable federal and state statutes, rules and regulations. The PROPOSER shall comply with the provisions of 45 CFR §75.318 Real property, 45 CFR §75.320 Equipment, and 45 CFR §75.321 Supplies. The PROPOSER shall include in all subrecipient contracts, and any contractor contracts for services that include purchasing/procuring equipment, language that requires property a subrecipient purchases with funds provided under the agreement to revert to the PROPOSER upon contract termination.

In accordance with OEL Program Guidance 240.02 – Tangible Personal Property, title to all property acquired with funds provided to the PROPOSER under this agreement shall be vested in the PROPOSER; however, title and ownership shall be transferred to OEL upon termination of the PROPOSER participation in early learning programs, unless otherwise authorized in writing by OEL. All property required to be returned to the Office will be in good working order. See 2 CFR §200.318, General procurement standards, s. 273.02, F.S., and 69I-73.002, F.A.C.

2. Pursuant to 2 CFR §200.302, Financial management, and instructions noted in the FDOE Green Book, effective control over and accountability for all property and other assets is required. Small attractive items with a purchase value less than \$1,000, whether classified as equipment, technology item or supplies must be safeguarded. The PROPOSER should have a written policy on how these items will be tracked, accounted for and safeguarded.

3. The term "nonexpendable property" shall include all tangible personal property which meet the criteria set forth in Rule 69I-73.002, F.A.C. In accordance with 45 CFR 75.439 and in compliance with [OEL Program Guidance 240.05, Guidance on Prior Approval Procedures for Selected Costs and Administrative Requirements](#), property shall not be purchased with program funds without prior approval from OEL (Exhibit 1 CC.).

4. Contingencies such as liens or other liabilities shall not be placed upon assets purchased with program funds, nor shall non-expendable property purchased with program funds be used as collateral.
5. In accordance with OEL Program Guidance 240.02 – Tangible Personal Property, the funding sources for the purchase of all such property shall be identified and all such property purchased in the performance of the Early Learning programs shall be listed on the property records of the PROPOSER. The PROPOSER shall inventory annually and maintain accounting records for all equipment purchased in accordance with OEL Program Guidance 240.02, relevant Florida Statutes, state rules, federal regulations and federal cost principles.
6. Based on Section 273.055, F.S., and Rules 69I-72.002, and 69I-73.005 F.A.C., when original or replacement equipment acquired by a subrecipient contractor is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as described below in 6.
7. The Office's policy concerning proceeds received from the sale of property with a current per unit fair market value up to \$5,000 is the net amount received from such sales will remain at the PROPOSER level to be used in the same ongoing program. Funds from such sales will be treated as other program income in the same ongoing program(s). This type of income must be amended into a current year's program budget in which the sale occurred. It should then be reported in accordance with OEL Program Guidance 240.01. This identification of income is necessary to meet reporting requirements of the United States Department of Health and Human Services. Complete documentation for this type of income and expenditures must be maintained for monitoring and auditing purposes. If the PROPOSER is no longer receiving funds for the particular project or program, the income from such equipment sales will be returned to the Office to be forwarded to the United States Department Health and Human Services.<sup>1</sup> Equipment that was initially purchased with federal funds with a current per-unit fair market value in excess of \$5,000, must be processed in accordance with 2 CFR §200.313 (e)(2), Equipment, with the assistance and prior written approval of the Office.

*Upon termination of a project, and at the discretion of the Office, all equipment/property purchased with project funds will be transferred to the location(s) specified by the Office and all necessary actions to transfer the ownership records of the equipment/property to the Office or its designee, will be taken.*

#### **X. Purchase of American-made Equipment and Products**

The PROPOSER agrees that, to the greatest extent practicable, all equipment and products purchased with funds made available by this agreement will be American-made.

P. L. 103-333, the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995, § 507 – "It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made."

#### **Y. System for Award Management (SAM)**

Unless exempt from these requirements under OMB guidance at 2 CFR Part 25 (e.g., individuals), the Contractor must:

1. Be registered in SAM prior to submitting an application or proposal under this announcement. SAM information can be found at: <https://www.sam.gov/portal/public/SAM/>
2. Maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or proposal under consideration by a Federal awarding agency, and
3. Provide a valid unique entity identifier in its application (e.g., provide its DUNS number in each application or proposal it submits to the agency). Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.

#### **Z. Trafficking Victims Protection Act of 2000 – (TVPA)**

Human Trafficking Requirements: <https://www.dhs.gov/human-trafficking-laws-regulations> are hereby adopted and incorporated herein by reference as if fully set forth herein. (22 U.S.C. 7104(g), as amended).

**APPENDIX A**

"DRAFT" CORE CONTRACT

**(IN PDF DOCUMENT ATTACHED)**

**DRAFT**

**APPENDIX B****For Coalition use Only****RFP EVALUATION AND SELECTION TOOL  
Solicitation Number: RFP 2125-02**

Name of Proposer Company/Organization \_\_\_\_\_  
(Legal Name from Request for Proposal Acknowledgement form)

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

**Scoring Criteria and Procedure**

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

**APPENDIX B CONTINUED****PRELIMINARY (Fatal) CRITERIA***(If any are not met, the response cannot be considered further.)***Name of Proposer Organization which is subject of this review \_\_\_\_\_**Coalition Staff Reviewer (Section A only): \_\_\_\_\_ **(Name printed)**

<b>FATAL/Preliminary CRITERIA CHECKLIST ----Does the Proposal:</b>		
1. Includes one (1) original, six (6) copies, and one (1) USB Flash drive of both the Programmatic Proposal and the Budget Proposal by the data and time specified in the RFP?	Yes	No
2. Was the Proposal (including all accompanying forms requiring signature) signed by a duly authorized officer of the applying organization, and was proof of authorization included, if needed?	Yes	No
3. Proposer submitted a timely <i>Notice of Intent to Submit a Proposal in accordance with the Schedule of Events for this solicitation?</i> ( <b>Exhibit 1</b> ) and RFP Acknowledgement Form ( <b>Exhibit 1B</b> )	Yes	No
4. Include the signed Acceptance of Contract Terms and Conditions ( <b>Exhibit 2</b> )	Yes	No
5. Include the signed Statement of Assurances? ( <b>Exhibit 3</b> )	Yes	No
6. include an original signed and dated Proposer's Representations? ( <b>Exhibit 3B</b> )	Yes	No
7. Does the Proposal include the signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts? ( <b>Exhibit 4</b> )	Yes	No
8. Does the Proposal include an original signed and dated Sworn Statement Pursuant to Section 287.133(3)(A), F.S., on Public Entity Crimes? ( <b>Exhibit 5</b> )	Yes	No
9. Does the Proposal include an original signed and dated Discrimination Statement? ( <b>Exhibit 6</b> )	Yes	No
10. Does the Proposal include an original signed and date Certification Regarding Lobbying Form? ( <b>Exhibit 7</b> )	Yes	No
11. Include a completed original, signed and dated, Certification Regarding Drug-Free Workplace? ( <b>Exhibit 8</b> )	Yes	No
12. Include the original signed and dated Statement of no involvement Form? ( <b>Exhibit 9</b> )	Yes	No
13. Include an original signed and dated Non-Collusive Affidavit? ( <b>Exhibit 10</b> )	Yes	No
14. Include a signed Fatal Criteria Checklist ( <b>Exhibit 11</b> )		
15. Does the Proposal include the signed Financial and Compliance Audits form? ( <b>Exhibit 12</b> )	Yes	No
16. Does the Proposal include the OEL Assurances and Certifications form? ( <b>Exhibit 13</b> )	Yes	No

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

**FOR COALITION USE ONLY****Appendix B****QUANTITATIVE EVALUATION CRITERIA FOR RFP #2125-02- CHILD HEARING AND VISION SCREENINGS**

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

**Name of Proposer Organization:**

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

**HISTORY AND EXPERIENCE**

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

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

**PROGRAM MANAGEMENT**

<b>Criteria</b>	<b>Indicators</b>	<b>Maximum Score= 10</b>	<b>Score</b>
<b>6.5</b> Description of Approach	1. Proposal describes in detail program management scheme including an organizational and program flow chart of program's management.	2	
<b>6.5.A.-</b> Knowledge and Commitment	2. Narrative explains understanding of the mandates, goals and tasks. 3. Clear link between service description and goals 4. Plan includes expected outcomes	2	
<b>6.5.C. Quality Improvement</b>	5. Plan describes the Proposer internal quality processes and a systemic feedback mechanism to identify problem areas. Plan includes a customer satisfaction determination process. 6. Plan has a complaint/conflict resolution process.	4	
<b>6.5.B.</b> Community relationships	7. Narrative provides examples of related-agencies and the ability to collaborate with community agencies. 8. Letters of support from key community stakeholders. 9. Proposal includes at least two samples of an MOU	2	

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



**APPENDIX B CONTINUED****WORK PLAN- CHILD SCREENINGS – Section 3.3-3.7**

<b>Criteria</b>	<b>Indicators</b>	<b>Maximum Score= 20</b>	<b>Score</b>
<b>6.5.D.</b> Child Screenings	<ul style="list-style-type: none"> <li><input type="checkbox"/> Describes an adequate infrastructure for H&amp;V services.</li> <li><input type="checkbox"/> Offers a plan and assurances that the referrals will be acted upon within the time limits of this RFP.</li> <li><input type="checkbox"/> Describes an appropriate methodology that will be used to manage the referrals promptly and efficiently.</li> </ul>	5	
<b>6.5.D.</b> Screenings	<ul style="list-style-type: none"> <li><input type="checkbox"/> Plan describes the Proposer's intake process and the internal quality processes and links to program/service development, revisions and customer outcomes.</li> <li><input type="checkbox"/> Narrative explains the screening follow up process and services for children whose ASQ-3 results indicate a concern as identified in Rule 6M-4.720.</li> <li><input type="checkbox"/> Addresses parental notification of results and reasonable timeline.</li> </ul>	4	
<b>6.5.A. – 6.5.D –</b> Approach to Program planning	<ul style="list-style-type: none"> <li><input type="checkbox"/> Plan describes the Proposer's process to set up a highly responsive, professionally staffed telephone service delivery system, which ensures calls are primarily answered by staff, and not a phone messaging system.</li> <li><input type="checkbox"/> Includes services provided in parent's primary language.</li> <li><input type="checkbox"/> Includes a plan to provide screening services to all eligible families referred within the limits of Contract funding.</li> </ul>	3	
<b>6.5.D –</b> Tools already in place	<ul style="list-style-type: none"> <li><input type="checkbox"/> Description of the Proposer's hearing and vision screening services geared to non-profit organizations.</li> <li><input type="checkbox"/> Screening Instrument to be used is described and may vary based on the age of the child.</li> </ul>	2	
<b>6.5.F</b> Child Screenings	<ul style="list-style-type: none"> <li><input type="checkbox"/> Includes a description of Proposer's H&amp;V screening services geared to non-profit organizations.</li> <li><input type="checkbox"/> Proposer's expertise in child developmental screenings and related services to the target population is reasonable.</li> <li><input type="checkbox"/> Description of the Proposer's tools already in place that will be used to provide the services requested.</li> <li><input type="checkbox"/> Description of how the Proposer's will meet qualifications of screeners/assessors.</li> </ul>	6	

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

**APPENDIX B CONTINUED****STAFFING PLAN – SECTION 3.10 – 3.11**

<b>Criteria</b>	<b>Indicators</b>	<b>Maximum Score = 10</b>	<b>Score</b>
<b>6.6 Staffing Plan</b>	<ol style="list-style-type: none"> <li>Staffing narrative and organizational chart provide clear descriptions of each position needed to implement the work plan.</li> <li>Roles are shown as necessary and reasonable.</li> </ol>	2	
	<ol style="list-style-type: none"> <li>Staffing plans indicate exemplary levels of education of identified staff as needed and identified by job responsibilities.</li> </ol>	2	
	<ol style="list-style-type: none"> <li>The Proposal includes sufficient evidence that the Proposer is qualified to provide the services and other related services according to the mandates of the RFP, or a plan to become qualified prior to Contract execution.</li> <li>Individuals in management roles reflect vast experience in managing the types of programs described in this RFP. Turn-over rates in management is low (at least 5-10 years of working at the Proposer's company).</li> <li>The Proposal includes a staffing plan that includes direct services, administrative services, numbers of staff, qualifications, organization of staff, and timelines for hiring and training new staff, if needed.</li> </ol>	6	

**Sub-Total** \_\_\_\_\_**MANAGEMENT INFORMATION SYSTEMS – SECTION 3.12**

<b>Criteria</b>	<b>Indicators</b>	<b>Maximum Score= 5</b>	<b>Score</b>
<b>6.5.E.</b> Management Information systems and technology adequate to meet the data requirements of this contract.	<ol style="list-style-type: none"> <li>Description of current Management Information Systems is sufficient and includes a description of capacity issues, compatibility issues, etc.</li> <li>A sufficient plan to accomplish data requirements of the RFP is included.</li> <li>A plan for aligning records and documentation with automated data.</li> <li>Proposer has experience with automated data management.</li> </ol>	3	
<b>6.5.C and 6.5.D</b> – Quality Improvement and Management Information System	<ol style="list-style-type: none"> <li>The Proposal includes an appropriate plan for documentation and record maintenance.</li> <li>Internal quality processes and links presented include a systemic feedback mechanism to identify and resolve problem areas.</li> </ol>	2	

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

**APPENDIX B CONTINUED****Financial and Administrative Specifications- Sections 3.4, 3.8,3.20, and Section 4**

<b>Criteria</b>	<b>Indicators</b>	<b>Max Score= 10</b>	<b>Score</b>
<b>3.8. – Administrative Activities</b>	<input type="checkbox"/> Proposer describes an efficient work plan <input type="checkbox"/> Plan describes a process for the routine review, maintenance, and amendment as needed, of all its policies and other applicable policies and procedures. <input type="checkbox"/> Proposal includes sample reports that are all inclusive of children screened, dates, scores, improvement and all the data elements requested by OEL.	3	
<b>3.3- Scope of Services and 6.5.C</b>	<input type="checkbox"/> Narrative describes in detail the process of integrating supports amongst multiple programs/and or community agencies. <input type="checkbox"/> A detailed description of the Proposer’s proposed “feedback loop” to ensure internal process changes and programmatic changes are made when available funding and/or priorities change. <input type="checkbox"/> Provides a plan for data tracking, data maintenance and data reporting.	2	
<b>6.5.C</b>	<input type="checkbox"/> Narrative describes in detail the process intended to inform the Coalition Inclusion Specialist, providers and community agencies of the care coordination services.	1	
<b>3.3.B Training and TA as requested</b>	<input type="checkbox"/> Proposal reflects commitment to offer Provider training and technical assistance as requested.	2	
<b>6.7 Transition Plan (where Applicable)</b>	<input type="checkbox"/> The Proposer has a detailed transition plan <input type="checkbox"/> The Proposer describes coordination activities with the previous Contractor to facilitate a smooth transition. <input type="checkbox"/> The transition plan describes a list of tasks and their relation to completion dates that the Proposer will have to accomplish during the transition period between the execution of a Contract and the actual start date.	2	

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

**APPENDIX B CONTINUED****Budget Proposal****Budget Proposal and Financial Capability- Section 4 and Appendix E**

<b>Criteria</b>	<b>Indicators</b>	<b>Max Score= 25</b>	<b>Score</b>
<b>6.8.</b> The proposed budget for the <u>initial</u> one (1) year contract (2020-2021) reflects the programmatic Proposal.	<input type="checkbox"/> All budget items are clearly linked to services in the proposal. <input type="checkbox"/> The budget shows the amount for services proposed broken down by service category.	5	
<b>6.9.</b> The proposed budget costs for the <u>initial</u> one (1) year contract (2020-2021).	<input type="checkbox"/> Costs for the initial one 18 months contract are reasonable in relation to the proposed services. <input type="checkbox"/> The Proposal Budget Worksheets by Program (Appendix E, Form A) and the Proposal Staffing Detail Budget Worksheets (Appendix E, Form B) are included; they correspond, and calculations and totals are accurate. <input type="checkbox"/> All worksheets include the criteria used to compute the budget. <input type="checkbox"/> All worksheets include the calculations used to derive the total proposed budget.	5	
<b>Appendix E. Renewals:</b> The proposed budget for the <u>potential future contract renewals</u> (Through Year 2123) reflects the programmatic Proposal.	<input type="checkbox"/> Costs for the potential <u>contract renewals</u> are reasonable in relation to the proposed services. <input type="checkbox"/> Increases and/or decreases in budget are clearly defined. <input type="checkbox"/> Increments of increases are reasonable.	10	
<b>4.6.A.</b> The Proposer's financial statement indicates financial viability and sufficient resources to manage this project.	<b>Proposal includes documents listed in 4.5.A,</b> <input type="checkbox"/> The current ratio has an acceptable score <input type="checkbox"/> The debt ratio has an acceptable score <input type="checkbox"/> Working capital is adequate	5	

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

**Appendix B**  
**FOR COALITION USE ONLY**  
**APPENDIX B CONTINUED**  
**REQUEST FOR PROPOSAL**  
**Solicitation Number: RFP#-2125-02**  
**Scoring Summary**

Name of Proposer which is subject of this review.

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

\_\_\_\_\_  
 Reviewer

	<b>Scores</b>
<b>Programmatic Review</b>	
<b>History and Experience</b> (maximum score= 20)	
<b>Program Management</b> (maximum score = 10)	
<b>Staffing</b> (maximum score = 10)	
<b>Management Information Systems</b> (maximum score = 5)	
<b>Service Delivery Plan</b> (maximum score = 20)	
<b>Total Programmatic Review Score</b> (maximum possible score =65)	
<b>Financial Administration and Budget Review</b>	
<b>Financial and Administration</b> (maximum score=10)	
<b>Budget Proposal</b> (maximum score = 25)	
<b>Total Administrative/Fiscal Review Score</b> (maximum possible score = 35)	
<b>Proposal Response Grand Total</b> (use this only if ALL sections are scored by same evaluator) <b>(Maximum Possible Total Score = 100</b>	

(Name printed)

**COMMENTS:**


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

\_\_\_\_\_  
 Date

**APPENDIX C**

**INFORMATION SYSTEM STANDARDS**

**Software Standards.**

The Coalition's current standards operating systems are:

Windows 10

Server 2016 R2 Standard or greater

Integrated 32 bit Office Suite.

Microsoft Office 2016 or greater

TCP/IP stack standard. TCP/IP v4

Internet Browser. Microsoft Internet Explorer V10 or higher

Internet Service Provider (ISP) Standard. Broadband

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

**APPENDIX D****INFORMATION SYSTEMS REQUIREMENTS****Compatibility/Access**

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

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

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

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

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

**Security**

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

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

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

**Liability for System Failure**

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

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

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

**APPENDIX E  
Form A**

**Budget Worksheets**

**See separate RFP Excel Document "Appendix E Form A Budget Worksheets"**

**FINAL**



**APPENDIX E  
Form B  
Staffing Detail**

**See separate RFP Excel Document "Appendix E Form B Staffing Detail"**

**FINAL**