

RFP #2326-09

The Orange County School Readiness Coalition, Inc. DBA:
THE EARLY LEARNING COALITION OF ORANGE COUNTY

Request for Proposals for:

Preschool and VPK Readiness Online Educational Support

ISSUED ON **OCTOBER 20, 2023**
RESPONSES DUE BY: NOVEMBER 3, 2023, AT 12:00 P.M. EST

Responses due to:

EARLY LEARNING COALITION OF ORANGE COUNTY

Attn: Amy Richter

Contracts and Procurement Manager

Re: RFP #2326-09

7700 Southland Blvd., Ste. 100

Orlando, FL 32809

arichter@elcoc.org

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

The Early Learning Coalition of Orange County (hereinafter referred to as "Coalition"), is a 501(c) (3), not-for-profit, formed to establish and improve early education programs for the more than 18,000 children birth through age five in Orange County.

In 1999, the Legislature enacted the School Readiness Act (s. 411.01, Florida Statutes (FS)), which consolidated the state's early childhood education and childcare programs into one integrated program of school readiness services. The Act directed that school readiness programs would be administered by school readiness coalitions (now known as the Early Learning Coalitions) at the county or multi-county level. The Coalition is coordinated by the State of Florida's Department of Early Learning and is one of 31 Coalitions in the state.

The Coalition plans and implements the coordination of school readiness services throughout Orange County. The Coalition's goal is to improve the quality of services administered by early education and childcare providers that care for children under the age of five. The Coalition also works to raise awareness of the importance of quality early education and directs resources to income-eligible parents.

1.2 PURPOSE

The ELC of Orange County is seeking proposals for digital educational resources to promote social emotional learning and support math intervention for students who are demonstrating a significant math deficiency based on the FAST STAR Literacy performance measures. The Coalition's goal is to help retain and support Pre-K teachers by providing them with tools aimed at supporting student success and increasing kindergarten readiness skills. By providing access to high-quality, digital educational activities and resources that can be used to promote school-to-home connections between teachers and families. The focus of this quality improvement investment is to enrich classroom instruction, improve student math skills and promote social emotional learning.

Please consider this communication as a formal request for proposal (RFP), responses to which will be used to determine the best-qualified firm for these services and will be the basis for negotiating an exclusivity agreement.

It is the proposer's responsibility to examine the RFP, and become familiar with statutes, laws and rules affecting this RFP 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 Chapter 287.057, FS.

1.3 DEFINITIONS

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. The amendment is incorporated as part of the original Contract).

Attachment: A document or material object added to the contract's proposal.

Board: The governing entity of the Coalition.

Board Member: A member of the governing Board of the Coalition.

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(s): The entity providing services under the contract.

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).

Early Learning Coalition (ELC) – Part of a system of statutorily-created local not-for-profit entities in Florida that implement early learning programs at the local level including, but not limited to, the SR Program, CCR&R, CCEP Program and the VPK Education Program.

Evaluating Committee: Committee responsible for reviewing each proposal and creating an analysis of proposals for the Executive Committee.

Executive Committee: Committee consisting of members from the Board of the Coalition.

Exhibit: A document or material object added to the Contract's Attachment 1, or any other specific attachment.

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

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 Coalitions, and any special conditions pertaining to payment of Contract invoices.

Proposal: A document submitted by the Proposer in response to this RFP.

Proposer: A prospective entity that responds to this RFP.

Procurement Manager: Coalition employee designated by the Coalition to be responsible for managing the procurement process. (The Procurement Manager enforces performance of the competitive solicitation process and serves as a liaison between the Coalition and the Proposer).

Single Statewide Information System – Is the single statewide integrated information system to provide critical information to early learning coalitions, parents, partners and providers. The anticipated benefits of the single statewide information system include, but may not be limited to, the following – (1) streamlined administrative processes for attendance tracking, eligibility processing and provider payments, (2) data sharing opportunities for educators, parents, providers and state agencies and (3) easy online access to child care resources and referral information for early learning programs. The single statewide information system is made up of multiple component units including the Core Module (currently Enhanced Field System), Family Portal and Provider Portal.

Vendor: Distributor, merchant or other seller providing goods or services required for the performance of the agreement.

1.4 AUTHORITIES

The Proposer must comply with all applicable Federal and State laws, Florida's Department 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.floridaearlylearning.com/statewide_initiatives/laws_and_rules.aspx and here:
http://www.floridaearlylearning.com/about_us.aspx.

- A. 2 CFR § 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- B. State of Florida Department of Early Learning (DEL) Grant Agreement, Terms and Conditions as provided by the Florida DEL 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 Department 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.

SECTION 2 RFP PROCESS

2.1 POINT OF CONTACT

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

Amy Richter
 Contracts and Procurement Manager
 Early Learning Coalition of Orange County
 7700 Southland Blvd Ste 100 | Orlando, FL 32809
 Email: arichter@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 COALITION PERSONNEL

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.

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2.4. Schedule of Events and Deadlines

All times listed reflect Eastern Standard Time (EST)-Coalition’s Clock. Coalition’s website: <http://elcoforangecounty.org/about/procurement/>.

Request for Quotes Released	Friday, October 20, 2023	Newspaper and ELCOC website, www.elcoforangecounty.org
Last day for submission of Notice of Intent Form and Questions to the ELCOC	By 12:00 PM, Friday, October 27, 2023	Via email to arichter@ELCOC.org
ELCOC’s response to written inquiries from Proposers	Monday, October 30, 2023	Responses will be posted on ELCOC website, www.elcoforangecounty.org
Quotes due to ELCOC	By 12:00 PM Friday, November 3, 2023	Via email to arichter@ELCOC.org And a flash drive to 7700 Southland Blvd. Suite 100, Orlando, FL 32809 ATTN: Amy Richter
Review by ELCOC Procurement Review Team	TBD	ELCOC Orlando, FL 32808

*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 ELCOC/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 notice about this RFP being sent to the Proposer.

2.6. WRITTEN INQUIRIES

- A. There will be a time period 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 12:00 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 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.*

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 on 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 for 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. The 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 fee.

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 payment of all costs which may be adjudged against the Proposer in any administrative hearing in which the action is brought and in any subsequent appellate court proceedings. In lieu of a bond, the 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 Ste 100, Orlando, Florida, 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, the 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 Department 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 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 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 20 pages. The response page limit excludes the required exhibits and the budget proposal. Submitted pages may be double-sided. The proposer will be judged based on overall score achieved. Proposers 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 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 3.

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

2.19 BEST PRICING OFFER

During the contract term, if the Coalition becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product or service outside the contract, but upon the same or similar terms of the contract, then at the discretion of the Coalition the price under the contract shall be immediately reduced to the lower price.

The factors shown in the table will be considered in scoring the quality of the written responses and it is in the Respondent's best interest to address these factors in their response.

Scoring Factors	
1.	Does the proposer have a minimum year of experience, seven (5) years, in curriculum that is research-based and developmentally appropriate for both School Readiness and VPK providers and a proven history of successful performance, management, and implementation of PreK curriculum and training services in non-profit organizations/childcare programs? 5 PTS
2.	Does the proposer utilize online technologies to support teacher professional development, training and technical assistance for teachers and coalition staff? 5 PTS
3.	Does the proposer utilize a curriculum that includes both reading literacy, mathematical numeracy, and Social Emotional Learning? 10 PTS
4.	Does the proposal have the following components: social-emotional component, for families at-home support, and Second Language or Special Needs component in multiple languages including English, Spanish, and Creole? 20 PTS
5.	Does the proposal have family engagement activities in multiple languages including English, Spanish, and Creole? 15 PTS
6.	Does the proposer have a teacher facing and Child user-friendly digital platform? 10 PTS
7.	Does the proposer provide coaching and support both online and face to face to providers and coalition staff? 10 PTS
8.	Does the proposer utilize a curriculum that shows a direct link/alignment to STAR and CLASS? 10 PTS
9.	Within the proposal, is there an indication that the proposer will provide all online backups and troubleshooting either remotely or on-site to all childcare programs and coalition staff (within 2-hours)? 5 PTS
10.	Does the proposer provide CEU's, in-service hours and teacher training certificates? 5PTS
11.	Does the proposer provide technical assistance outside of normal business hours (8:00am-to-5:00pm), including nights and weekends? 5 PTS

SECTION 3. Minimum Requirements

3.1 GENERAL STATEMENT OF SERVICES

The Respondent will provide **Preschool and VPK Readiness Online Educational Support**

Please consider this communication as a formal request for proposal (RFP), responses to which will be used to determine the best-qualified Curriculum Vendor for these services and will be the basis for negotiating an exclusivity agreement.

3.2 SCOPE OF SERVICES

The ELC of Orange County is seeking proposals for digital educational resources to promote social emotional learning and support math intervention for students who are demonstrating a significant math deficiency based on the FAST STAR Literacy performance measures. The Coalition's goal is to help retain and support Pre-K teachers by providing them with tools aimed at supporting student success and increasing kindergarten readiness skills. By providing access to high-quality, digital educational activities and resources that can be used to promote school-to-home connections between teachers and families. The focus of this quality improvement investment is to enrich classroom instruction, improve student math skills and promote social emotional learning.

Developmentally Appropriate Ways to Boost Kindergarten Readiness in Math: Developmentally Appropriate math skills such as counting and cardinality, operations and algebraic thinking, measurement and data skills Boost Kindergarten Readiness. Daily practice in foundational skills foster independence in young learners, and support students in developing the fine motor skills they will need in kindergarten. The Proposer must demonstrate:

- Alignment with Florida's Early Learning & Developmental Standards
- Alignment with FAST STAR Literacy Assessments
- Integration with the Learning Beyond Paper Curricula
- Digital Platform
- Online platform for teachers to understand tool
- Online platform for teacher professional development
- Digital component for at-home family support and engagement
- Adaptation to individual child's needs so no two child tests or progress are alike

Social Emotional Learning Social-emotional Learning is an integral part of the healthy development of the whole child. Children who understand their emotions and feel secure in their environment are more likely to thrive. Educators will learn ways that they can support children as they identify their emotions (self-awareness) and gain effective tools to help children with self-management. These tools will cultivate a positive learning environment as well as aid children to rely less on adult intervention. Educators will also examine their classroom setup to identify how the environment can be a powerful teaching tool for reinforcing social-emotional learning. Videos, paired with hands-on activities, have the power to make abstract concepts more concrete for young children. Videos model emotions in familiar scenarios that children often experience in school and at home. It is important for children who learn vocabulary to identify and communicate their needs to others and have the self-management tools they need to navigate their feelings. Integration with Learning Beyond Paper is essential. The Proposer must demonstrate:

- Promotion of the domains & dimensions of CLASS (Classroom Assessment Scoring System)
- Promotion of family engagement online
- Content in English & Spanish (as needed)
- An online platform for teachers to understand the tool
- An online platform for teacher professional development
- A digital component for at-home Family support and engagement

- A digital Platform

3.3 PROOF OF PAST PERFORMANCE

The Contractor shall provide a minimum of three (3) past performance citations to show that the proposer has successfully completed work that is similar to or directly related to the tasks and deliverables described in this Statement of Work (SOW). The past performances cited are to be within the past three (3) years. The citations shall include the following information:

- Summary of work performed that directly relates to this SOW.
- Status of work (i.e., on-going, complete).
- Summary of staff used.
- Date of work performance.
- Written permission to contact client for reference.

3.5. 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. 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 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.

3.6. 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.

3.7 EQUIPMENT

The Proposer shall maintain enough equipment as needed or required and agreed upon with the Coalition to deliver the agreed upon services.

3.8 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. 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.

3.9 RECORDS AND DOCUMENTATION

- A. 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 DEL 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 demonstrate it can maintain the data necessary to assist the Coalition to assess success in achieving the established outcomes of the resulting Contract.
- C. 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.
- D. 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.

3.10. 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 Proposer acknowledges and agrees that the Coalition will conduct quality assurance reviews during the Contract period to assess the quality of services provided under the resulting 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 Department 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 and interviews with staff. The Proposer shall fully cooperate with these reviews.
- E. The Proposer 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, and Contractor financial records. The Coalition reserves the right to monitor, on site, certain aspects of the service 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.

3.11. 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, which affect or may affect the subject areas of the resulting 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.

3.12 COALITION OBLIGATIONS

- A. The Coalition will furnish guidance to the Proposer in the Coalition's required standards for computer management 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.

3.13 COALITION DETERMINATIONS

The Coalition reserves the right to make any and all determinations relative to all aspects of the service. 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.

3.14 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. 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 INVOICING AND PAYMENT OF INVOICES (for the resulting Contractor)

- A. The Contract resulting from this RFP will be based on Cost Reimbursement.
- B. The Proposer must submit a Coalition-approved invoice form to the Coalition on a monthly basis. Invoices must be submitted to the Coalition by the 15th of the month following the month that services were provided. The Coalition must approve the invoice for supporting documentation.
- C. The timing of payment of invoices by the Coalition to the Proposer and similar issues regarding payment is governed by section 215.422, Florida Statutes.

4.3 COST PROPOSALS

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

SECTION 5: CONTRACT PROVISIONS

5.1 STANDARD CONTRACT

A Sample of the Early Learning Coalition's Core Contract, **which can be found at elcoforangecounty.org/Who We Are/Financials/Procurement**. 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 TO VENDORS

1.1 PROPOSAL CONTENT

- A. A completed Proposal consists of the following:
 - 1) Title Page containing the following:
 - a) Early Learning Coalition of Orange County
 - b) Title of RFP For Preschool and VPK Readiness Online Support
 - c) RFP #2326-09
 - d) Proposer's Name address and all persons and entities having an interest in the Proposal. Title Page must be signed in blue ink, or by electronic signature, by an authorized representative of Proposer.
 - e) All the Required Exhibits
 - f) Budget Proposal

6.3 SUBMISSION

To be considered, the following **must be received by the** Early Learning Coalition of Orange County, **Attention: Amy Richter, Contracts and Procurement Manager** | 7700 Southland Blvd Ste 100, Orlando, FL 32809 **on or before 12:00 p.m. (EST)** on the date noted in the Schedule of Events.

- **One (1) Labeled flash drive of the Proposal.**
- **One (1) emailed copy of the 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.

PROPOSALS RECEIVED AFTER THE SUBMISSION DEADLINE SHALL NOT BE
CONSIDERED. NO CHANGES, MODIFICATIONS, OR ADDITIONS TO THE PROPOSALS
SUBMITTED WILL BE ACCEPTED BY THE COALITION AFTER THE SUBMISSION DEADLINE
HAS PASSED.

6.4 REQUEST FOR PROPOSALS ACKNOWLEDGEMENT FORM

The Early Learning Coalition of Orange County, Request for Proposals Acknowledgement Form (Exhibit 12), must be signed and returned to the contact person listed in Section 2.1 with the Request for Proposals Acknowledgement Form as page 1 of the Proposal.

6.5 RESPONSE TO NEED AND PURPOSE

Provide a narrative that evidences your understanding of the need for, and purpose of, the services as presented in this RFP.

6.6 BUDGET PROPOSAL

The Proposal must include a Budget Proposal for the services with sufficient detail to allow proper evaluation.

6.7 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.

6.8 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 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.
- D.** Description of the Proposer's past experiences in managing a transition process and working in cooperation with the previous provider (may not apply).

6.9 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:

- A.** A plan to accomplish data requirements as specified in this RFP.
- B.** A description of Proposer's experience with automated data management in the area of non-profits.
- C.** 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 Department of Early Learning and the Coalition.

- D. 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.

11.10. STAFFING PLAN

The Proposal must include:

- A. A list of management staff, their qualifications and respective responsibilities.
- B. 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. The Proposer's table of organization indicates how the project staff fit into the total Proposer's organization.
- D. A description of a hiring and training plan for all staff that ensures staff capability, meets training mandates (if applicable), and enhances services.
- E. A brief description of the Proposer's employee turnover rate and how turnover and future recruitment and hiring issues will be managed.

11.11. 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 contract period**. Costs must be reasonable in relation to the proposed services. The Budget Narrative 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.
- B. The proposed budgets must show the amount for the services proposed, which may be modified during the Contracting process.
- C. All budget items must be clearly linked to services in the Proposer's Proposal.
- D. The proposer shall complete and submit a complete budget with its Proposal, and per this RFP's instructions.

11.12. 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 the 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.

6.13. TRADE SECRETS

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

6.14. COST OF PREPARATION OF PROPOSAL

The Coalition is not liable for any costs incurred by a Proposer in responding to this RFP.

6.15. PERSONNEL

The Proposer awarded the Contract shall notify the Coalition in advance but no later than five (5) working days after any changes in the Proposer's telephone number (parent line and main line), email or physical address or key personnel positions. Key personnel positions include the executive director, the director of program operations and the finance officer. Changes in key personnel may include, but are not limited to, resignations and other employment terminations, and approved leaves of absence of six (6) weeks or longer. Such notification shall be in writing and shall include information related to assigned replacement staff. This notification shall be emailed to arichter@elcoc.org.

6.16. ACCESSIBLE ELECTRONIC INFORMATION TECHNOLOGY

The Proposer hereby agrees that by entering into an agreement with the Coalition, the Proposer will, whenever practicable, collect, transmit and store agreement, program and project-related information in open and machine-readable formats rather than in closed formats or on paper as provided in 2 CFR §200.335, *Methods for collection, transmission and storage of information*.

(The remainder of this page intentionally left blank)

Exhibit 1

NOTICE OF INTENT TO SUBMIT A PROPOSAL Form

PRESCHOOL AND VPK ONLINE EDUCATIONAL SUPPORT

Date: _____

Request for Proposal **RFP #2326-09**

Solicitation #

Name of Proposer

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 #2326-09

Name of Company:

Mailing Address:

City/ State/ Zip:

Telephone Number and 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 tender's 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 (Print):

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 2326-09** and contained in the Sample Core Contract, which can be viewed at www.elcoforangecounty.org/Who We Are/Financials/Procurement

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 99-1122, 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 or 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 employment 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 Department 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 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 _____ (Authorized Officer) 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: SSN# _____).
2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state and federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or Contract for goods and services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
3. I understand the “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. an entity under the control of any natural person who is active in the management of the entity who has been convicted of a public entity crime. The term “affiliate” included those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which bids or applies to bid on Contracts for the provision of goods and services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the

entity, nor any affiliate or the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989.

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

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

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

Name of Authorized Official (in blue ink)

Signature (in blue ink)

Sworn to and subscribed before me this ____ day of _____ 20__.

Personally, known _____ or produced identification _____

Name of Notary: _____ Notary Public - State of _____

My commission expires _____

Printed 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 the 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 of 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 and asylees, parolees, and other immigrants authorized by the Attorney General to work in the United States.

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

Name of Company/Organization

Print Name and Title of Authorized Official

Authorized Signatory (in blue ink)

Date

Exhibit 7**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans and Cooperative Agreements.

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

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

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

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 #2326-09 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 _____.

_____ (Printed 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 #2326-09
PRESCHOOL AND VPK ONLINE EDUCATIONAL SUPPORT SERVICES**

Proposer Name

Proposer Contact Person (must sign below)

Title

Telephone: _____ Fax: _____ e-mail address: _____

FATAL CRITERIA CHECKLIST	Proposer Check (√)	Coalition (√)
1. Did the Proposer submit one (1) flash drive and one (1) emailed copy of the proposal and budget saved in word/excel format by the due date stated in the procurement schedule?		
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 Notice of Intent (Exhibit 1) and RFP Acknowledgement form? (Exhibits 1B)		
4. Does the Proposal include the signed Acceptance of Contract Terms and Conditions? (Exhibit 2)		
5. Does the Proposal include the signed Statement of Assurances? (Exhibit 3)		
6. Does the Proposal include an original signed and dated Proposer's Representations? (Exhibit 3B)		
7. Does the Proposal include the signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts? (Exhibit 4)		
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? (Exhibit 5)		
9. Does the Proposal include an original signed and dated Discrimination Statement? (Exhibit 6)		
10. Does the Proposal include an original signed and date Certification Regarding Lobbying Form? (Exhibit 7)		
11. Does the Proposal include a completed original, signed and dated, Certification Regarding Drug-Free Workplace? (Exhibit 8)		
12. Does the Proposal include the original signed and dated Statement of No Involvement Form? (Exhibit 9)		

13. Does the Proposal include an original signed and dated Non-Collusive Affidavit? (Exhibit 10)		
14. Did the Proposer submit the Fatal Criteria Checklist? (Exhibit 11)		
15. Did the Proposer submit a signed (Exhibit 12) Financial and Compliance Audit?		
16. Did the Proposer submit a signed (Exhibit 13) –DEL Assurances and Certifications?		

Signature of Authorized Official (blue ink only)

Date

Exhibit 12

FINANCIAL AND COMPLIANCE AUDIT

Relationship: The Coalition has identified the selected Proposer as a Vendor. 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 Department of Early Learning (DEL) 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 DEL 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, Part 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 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&rqn=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 \$500,000 or more of state financial assistance in any fiscal year, the Contractor must have a state single or project-specific audit conducted in compliance with s. 215.97, F.S.; applicable rules of DFS and chapter(s) 10.550 (Local Governmental Entities) or 10.650 (Nonprofit and For-Profit Organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DOE, other state agencies and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

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

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

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

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

PART III: REPORT SUBMISSION

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

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

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

ELCOC
Attn: Chief Financial Officer *
7700 Southland Blvd., Ste. 100
Orlando, Florida 32809
email: pspears@elcoc.org

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

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

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

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

Name of Proposer

Signature of Authorized Official (blue ink only) Date

Print Name and Title

Exhibit 13

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.

Printed Proposer Name

Printed **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: Amy Richter
Contracts and Procurement 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 DEL.)

Exhibit 13 Continued

Certifications and Assurances

(“Proposer” and “Contractor” are used in this document interchangeably and mean one and the same)

DEL will not award a grant where the PROPOSER has 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 DEL 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 2CFR 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 (40 USC 276a, 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
- AA. Background Screening (DEL Grant Agreement, Exhibit I. E)

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

Exhibit 13 Continued

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.

Certification of Filing and Payment of Federal Taxes– only for agreements over \$5,000,000.

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

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

Drug-free Certification. Attached **Exhibit 8 (NOT REQUIRED FOR VENDORS)**

[Environmental Tobacco Smoke Certification](#)- The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally funded children’s services are provided. (This may not apply to vendors)

IV. Federal or state-required assurances – applicable to DEL 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 DEL with questions.

- A. Assurances – non-construction programs** – required by OMB Standard Form SF 424 B, see SF-424B Non-Construction Programs: [Assurances - Non-Construction Programs](#)
- B. Assurances – construction programs** – required by OMB Standard Form SF 424D, see <https://www.fra.dot.gov/eLib/Details/L02982>, – (N/A)
- 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, *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.

Exhibit 13 Continued

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.
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."

Exhibit 13 Continued

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 2020 is \$187,000 and is accessible annually at the [U.S. Office of Personnel Management website](#). 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)).

1. Proposers may not use grant funds to pay for salary costs that exceed the CCDF cap.
2. PROPOSER must allocate salaries that multiple funding sources pay and compare these calculations to received program benefits.
3. The PROPOSER 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.
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. DEL'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 DEL.

Exhibit 13 Continued**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, 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.

Exhibit 13 Continued

2. Related party contracts. Pursuant to state statute and DEL instructions (**s. 1002.84(20), F.S.**), the Contractor shall provide DEL 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 DEL 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 DEL's prior approval.
 - 2.5. The Contractor does not have to obtain DEL'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 DEL 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 the 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.

- 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 in 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
- (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-cpq-program>. The list of EPA-designated items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpq-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 DEL 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 DEL upon termination of the PROPOSER participation in early learning programs, unless otherwise authorized in writing by DEL. 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 meets the criteria set forth in Rule 69I-73.002, F.A.C. In accordance with 45 CFR 75.439 and in compliance with [DEL Program Guidance 240.05, Guidance on Prior Approval Procedures](#), property shall not be purchased with program funds without prior approval from DEL (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 DEL 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 DEL 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 DEL 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.¹ 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 DEL, 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. TraffickingVictimsProtectionActof2000–(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).

AA. Background Screening (*Grant Agreement Exhibit I.E.*)

Any subrecipient, contractor or subcontractor who will perform duties under the resulting contract with the Coalition and who is permitted access to a child care location while children are present, or who will have access to confidential information about the children in care served by the Coalition or the children's family shall comply with all of the above.

The entity shall have all employees assigned to work on the resulting contract screened in a manner consistent with s. 943.0542, F.S. The PROPOSER shall have written policies that include the following:

The PROPOSER shall obtain the following documentation for new employees prior to their first day of employment. For monitoring and audit purposes, the PROPOSER shall maintain on file verification for all PROPOSER personnel and any subcontractor's personnel, if applicable and unless excluded as described below, assigned to work on this agreement:

- a) Documentation the individual complies with the background screening standards set forth in s. 435.04, F.S.
- b) The highest level of education is claimed if the position requires.
- c) All applicable professional licenses claimed if the position requires.
- d) Applicable employment history if the position requires.
- e) To be in compliance, employee background screenings must be from no earlier than five years before the Contract's effective date.
- f) The PROPOSER shall update the background screening every five years before the anniversary date of the prior background screening check and thereafter if the individual continues performing under the Contract.
- g) The PROPOSER shall repeat the background screening if there is a 90-day lapse in employment from working on the Contract. The PROPOSER shall rescreen the person before assigning the person to the contract with the Coalition.
- h) The PROPOSER shall arrange for and pay all the costs for background screenings.
- i) The PROPOSER shall require each employee it assigns to this agreement to notify the PROPOSER and the Coalition within 10 calendar days of being arrested for any criminal offense.
- j) The Coalition shall review the alleged offense, determine if the offense is one that would exclude the employee under a level 2 screening and, if so, remove the employee from work on the Contract with the Coalition.
- k) Not permit the employee to return to work on the contract until cleared of all charges.

Written policies may exclude reference to subrecipient, contractor or subcontractor if not applicable. However, if the Proposer contracts with a subcontractor during the term of the Contract, then the polices should be updated to include reference.

APPENDIX B**FOR COALITION USE ONLY****RFP EVALUATION AND SELECTION TOOL****Solicitation Number: RFP 2326-09**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 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 are 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 20 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**SECTION A- 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)**

<i>Preliminary/Fatal CRITERIA CHECKLIST ----Does the Proposal:</i>		
1. Includes one (1) flash drive, and one (1) emailed copy of both the Programmatic Proposal and the Budget Proposal by the data and time specified in the RFP?	Yes	No
2. Was the Proposal (including all accompanying forms requiring signature) signed by a duly authorized officer of the applying organization, and was proof of authorization included, if needed?	Yes	No
3. Proposer submitted a timely <i>Notice of Intent to Submit a Proposal in accordance with the Schedule of Events for this solicitation? (Exhibit 1)</i> and RFP Acknowledgement Form (Exhibit 1B)	Yes	No
4. Include the signed Acceptance of Contract Terms and Conditions (Exhibit 2)	Yes	No
5. Include the signed Statement of Assurances? (Exhibit 3)	Yes	No
6. include an original signed and dated Proposer's Representations? (Exhibit 3B)	Yes	No
7. Does the Proposal include the signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts? (Exhibit 4)	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? (Exhibit 5)	Yes	No
9. Does the Proposal include an original signed and dated Discrimination Statement? (Exhibit 6)	Yes	No
10. Does the Proposal include an original signed and date Certification Regarding Lobbying Form? (Exhibit 7)	Yes	No
11. Include a completed original, signed and dated, Certification Regarding Drug-Free Workplace? (Exhibit 8)	Yes	No
12. Include the original signed and dated Statement of no involvement Form? (Exhibit 9)	Yes	No
13. Include an original signed and dated Non-Collusive Affidavit? (Exhibit 10)	Yes	No
14. Include a signed Fatal Criteria Checklist (Exhibit 11)		
15. Does the Proposal include the signed Financial and Compliance Audits form? (Exhibit 12)	Yes	No
16. Does the Proposal include the DEL Assurances and Certifications form? (Exhibit 13)	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 Continued****SECTION B- QUANTITATIVE EVALUATION CRITERIA****RFP #2326-09- PRESCHOOL AND VPK ONLINE EDUCATIONAL SUPPORT**

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.

1. Does the proposer have a minimum year of experience, seven (5) years, in curriculum that is research-based and developmentally appropriate for both School Readiness and VPK providers and a proven history of successful performance, management, and implementation of PreK curriculum and training services in non-profit organizations/childcare programs? **5 PTS**
 Evaluator Comments:

 Score: _____
2. Does the proposer utilize online technologies to support teacher professional development, training and technical assistance for teachers and coalition staff? **5 PTS**
 Evaluator Comments:

 Score: _____
3. Does the proposer utilize a curriculum that includes both reading literacy, mathematical numeracy, and Social Emotional Learning? **10 PTS**
 Evaluator Comments:

 Score: _____
4. Does the proposal have the following components: social-emotional component, for families at-home support, and Second Language or Special Needs component in multiple languages including English, Spanish, and Creole? **20 PTS**
 Evaluator Comments:

 Score: _____
5. Does the proposer have family engagement activities in multiple languages including English, Spanish, and Creole? **15 PTS**
 Evaluator Comments:

 Score: _____
6. Does the proposer have a teacher facing and Child user-friendly digital platform? **10PTS**
 Evaluator Comments:

 Score: _____
7. Does the proposer provide coaching and support both online and face to face to providers and coalition staff? **10 PTS**
 Evaluator Comments:

 Score: _____

Appendix B – Continued

- 8. Does the proposer utilize a curriculum that shows a direct link/alignment to STAR and CLASS? **10 PTS**
Evaluator Comments:

Score: _____

- 9. Within the proposal, is there an indication that the proposer will provide all online backups and troubleshooting either remotely or on-site to all childcare programs and coalition staff (within 2-hours)? **5 PTS**
Evaluator Comments:

Score: _____

- 10. Does the proposer provide CEU's, in-service hours and teacher training certificates? **5PTS**
Evaluator Comments:

Score: _____

- 11. Does the proposer provide technical assistance outside of normal business hours (8:00am-to-5:00pm), including nights and weekends? **5PTS**
Evaluator Comments:

Score: _____

Grand Total Score (out of 100) _____

COMMENTS:

Reviewer Signature

Date