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# Invitation to Bid

#ITB-2024-02

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Early Learning  
Coalition of Orange  
County

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For the acquisition of classroom  
indoor and outdoor play  
equipment, toys, and classroom  
furniture for ages 0--5

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**EARLY LEARNING COALITION OF ORANGE COUNTY**

7700 Southland Blvd., Ste. 100  
Orlando, FL 32809

**Early Learning Coalition of Orange County**  
**Invitation to Bid for Classroom Furniture, Playground Equipment and Toys**

**Background**

The Early Learning Coalition of Orange County (Coalition) was established legislatively in 1999 and is mandated by the Florida Legislature Chapter 411.01 of Florida Statutes, to provide early learning programs to children and families in Central Florida, which include the School Readiness Program and Voluntary Pre-kindergarten Program. These programs must be developmentally appropriate and research-based, involve parents as their child's first teacher, serve as preventive measures for children at risk of future school failure, enhance the educational readiness of eligible children, and support family education.

The Coalition's primary goal is to provide quality early care and voluntary pre-kindergarten education services that prepare children to be "school ready" upon entry into kindergarten.

**Bid Submission**

The Coalition is a not-for-profit corporation in the State of Florida and is seeking to purchase **Classroom Furniture, Playground Equipment and Toys**. The Coalition requests a bid for commodities and services based on the specifications described in Attachment A. The quote for commodities and services must include the following information:

- Company name and address
- Company telephone and fax number
- Company contact, telephone number, and e-mail address
- Company website address
- Federal I.D. #
- A detailed, discounted price list itemizing Indoor and outdoor play equipment, toys, and classroom furniture. Materials must support developmentally appropriate learning **for ages birth to 5** and/or services described in Attachment A
- A detailed summary of value-added products and/or services including but not limited to, customer service, shipping costs/discounts, ability to drop ship materials, rush order delivery discounts, provider conference and training support, special events support (such as community events, provider appreciation events, etc.), merchandise return process, and any other value-added enhancements available.
- The bid should be signed and dated by an authorized representative of the vendor on company letterhead.

Upon receipt of all bids, the Coalition will review, and award based on the best value offered. The selected vendor(s) will be required to enter into an agreement with the Coalition to guarantee the product/service specifications, prices quoted, and value-added services described, as well as to ensure adherence to all applicable state and/or federal laws. A bidder must be a reputable vendor specializing in learning materials for early education and care environments.

Sealed electronic bids via flash drive must be mailed, sent by overnight carrier or hand delivered to the **Early Learning Coalition of Orange County** to arrive no later than **12:00 p.m. Thursday, February 29, 2024**. A bidder that submits a bid by mail should allow sufficient mail handling time to ensure timely delivery of the bid to the Coalition office located at:

The Early Learning Coalition of Orange County  
Attn: Amy Richter  
Contracts and Procurement Manager  
Re: ITB-2326  
7700 Southland Blvd., Ste. 100  
Orlando, FL 32809

Questions and/or comments may be addressed by contacting Amy Richter at [arichter@elcoc.org](mailto:arichter@elcoc.org). Telephone inquiries will not be accepted.

**Award Process**

Award(s) will be made to one or more selected qualified bidder(s), based on their ability to provide the services and commodities as specified in Attachment A, price, value added enhancements available, the bidder's experience in providing the requested items, and the quality of services and commodities provided as determined from the bids.

The Coalition reserves the right to review all items listed on any price invoice to evaluate components that include, but are not limited to, product quality, durability, and developmental age-appropriateness.

The Coalition reserves the right to reject any or all bids, to waive any informality of bids, and to accept in whole, or in part, each bid as may be deemed in the best interest of the Coalitions.

**Multiple Awards**

Recognizing that no one vendor may be able to supply all of the materials to be covered by this bid, it is anticipated that contracts will be entered into with multiple vendors, some specializing in particular types of materials and/or particular services.

**Award Period**

Once the bid award has been issued, one contract shall be executed for a period of one (1) year with the vendor(s) of choice with an option of 2 one-year annual renewals. Price quotes must be guaranteed for the first year; however, costs may be re-negotiated at the beginning of each fiscal year. If no price adjustments are submitted by the vendor to the Coalitions during the period of June 1<sup>st</sup> to June 15<sup>th</sup> for subsequent years covered by this ITB, the most current quote shall apply for the following fiscal year. Price increases submitted by the vendor(s) during the designated negotiation timeframe that exceed 10% over the previous year's pricing may be subject to immediate termination of the contract.

**Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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## ATTACHMENT A

### Products

Indoor and outdoor play equipment, toys, and classroom furniture

Materials must support developmentally appropriate learning **for ages birth to 5**. This can be a host of things such as toys, furniture, indoor playhouses, outdoor furnishings, games, etc.

### Requirements

- Vendor must have an online platform for online purchases.
- Vendor must be able to customize item availability based on ELCOG criteria.
- Vendor must have the capacity to create individual accounts/profiles for up to 600 child care providers.
- Vendor must be able to have all items shipped directly to child care provider locations by May 31, 2024.
- Vendor must give access to designated ELCOG staff for each individual shopping cart to review for final approval.
- Vendor must have customer support available for child care provider to contact via phone, email and or chat feature outside of normal business hours such as before 8am and after 6pm, M-F and available on weekends as needed.
- Vendor must have a designated contact person for ELCOG staff to contact, as needed.
- Vendor to provide a discounted price list itemizing furniture, equipment, toys and/or services
- Vendor to provide a detailed summary of value-added products and/or services including but not limited to, customer service, shipping costs/discounts, ability to drop ship materials, rush order delivery discounts, provider conference and training support, special events support (such as community events, provider appreciation events, etc.), merchandise return process, and any other value-added enhancements available.
- The bid should be signed and dated by an authorized representative of the vendor on company letterhead. Submit one flash drive and one emailed copy of the bid to Amy Richter, Contracts and Procurement Manager (see procurement schedule below).

### Services

All items purchased through a contract as a result of this award:

- Will be delivered to a number of destinations in Orange County with no or discounted shipping fees charged to the Coalitions or the delivery destination.
- Will be stored at the vendor's facility until delivery with no storage fees charged to either the Coalition or the delivery destination.

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**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](http://www.floridaearlylearning.com/statewide_initiatives/laws_and_rules.aspx) and here: [http://www.floridaearlylearning.com/about\\_us.aspx](http://www.floridaearlylearning.com/about_us.aspx).

- 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.

**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 ITB documents for this Solicitation.

**Procurement Schedule**

Invitation to Bid Released	Friday, February 16, 2024	Newspaper and <b>ELCOC</b> website, <a href="http://www.elcoforangecounty.org">www.elcoforangecounty.org</a>
<b>Notice of Intent Form submitted to ELCOC</b>	By 12:00 PM, Wednesday, February 21, 2024	Via email to <a href="mailto:arichter@ELCOC.org">arichter@ELCOC.org</a>
Last day for submission of inquiries to <b>ELCOC</b>	By 12:00 PM Friday, February 23, 2024	Via email to <a href="mailto:arichter@ELCOC.org">arichter@ELCOC.org</a>
<b>ELCOC's</b> response to written inquiries from Proposers	Monday, February 26, 2024	Responses will be posted on ELCOC website, <a href="http://www.elcoforangecounty.org">www.elcoforangecounty.org</a>
Bids due to <b>ELCOC</b>	By 12:00 PM Thursday, February 29, 2024	<b>Via email to <a href="mailto:arichter@ELCOC.org">arichter@ELCOC.org</a> and flash drive to 7700 Southland Blvd. Suite 100, Orlando, FL 32809 Attn: Amy Richter</b>
Review by <b>ELCOC</b> Procurement Review Team	TBD, as team availability permits	ELCOC Orlando, FL 32808

**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 ITB being sent to the Proposer.

**Written Inquiries**

All questions must be submitted in writing by email to [arichter@elcoc.org](mailto:arichter@elcoc.org). Please see schedule above.

**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) Electronic Copy of the Bid via flash drive and one (1) copy via email.**

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.

**APPENDICES 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 Appendices. 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 ITB. This is usually the President, Chair of the Board, Executive Director, or owner of the entity.

**COST OF PREPARATION OF PROPOSAL**

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

**SELECTION CRITERIA**

Proposal will be evaluated based on the following criteria:

1. Is the Bid Proposal quoted discounted pricing competitive based on sample comparisons of competitive bids submitted? - **35 Points**.
2. Value added services described in the proposal were comprehensive and reflected additional cost savings. - **30 Points**.
3. Shipping and return policies are advantageous - **30 Points**.
4. Sole source documentation provided, if applicable. – **5 Points**

**Exhibit 1**

**Notice Of Intent to Submit a Proposal Form**

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

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Invitation to Bid (ITB) 2024-02

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Solicitation #

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Name of Proposer

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Proposer Contact Person

Title

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

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail:

\_\_\_\_\_

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Name of Proposer's Project Director (if known)

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Signature of Authorized Official

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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 ITB.



**Appendix A**

**ELCOC**

**Invitation to Bid- Acknowledgement**

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

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

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

\_\_\_\_\_  
Telephone Number Web Page Email address

**Number of Pages in the Bid:** \_\_\_\_\_

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

The Proposer offers and agrees that if this Proposal is awarded, the Proposer will convey, sell, assign, or transfer to **ELCOC** 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 **ELCOC**. At **ELCOC's** discretion, such assignment shall be made and become effective at the time **ELCOC** tender's final payment to the Proposer.

\_\_\_\_\_  
Date: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name of Authorized Signer and Title

**Appendix B**

**Acceptance Of Contract Terms and Conditions**

If \_\_\_\_\_ should be awarded this Contract, it will comply with all the terms and conditions contained in the Contract.

(See <https://elcoforangecounty.org/procurement/> for Terms and Conditions).

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

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

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

\*An authorized official is an officer of the Proposer's organization who has legal authority to bind the Proposer to the provisions of the Proposal. This usually is the President, Chairman of the Board, Executive Director, or owner of the entity. A document establishing delegated authority must be included with the Proposal if signed by other than the President, Chairman, Executive Director, or owner.

**Appendix C**

**Statement Of Assurances**

The Proposer assures the following itemized requirements and conditions will be met:

- 1) The Proposer has the ability to provide directly, or through sub-contract, all products/services described in this **ITB** and resulting Contract.
- 2) The Proposer will accept accountability for meeting the performance standards established by the **ELCOC** and as may be required by the State and Federal government related to the products/services described in this **ITB**.
- 3) The Proposer assures the establishment of sufficient working capital to meet and to maintain product order volume.
- 4) The Proposer assures that there are no continuing or frequently recurring conflicts between the Proposer's private interests and the performance of the Proposer's duties in the public interest.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**Appendix D**

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions**

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).

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three (3) year period preceding this Contract 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.

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.

Have not within a three (3) year period preceding Proposal had one or more public transactions (Federal, State, local) terminated for cause or default.

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

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Signature of Authorized Representative

Date

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Name and Title of Authorized Representative

**Appendix E**

**Sworn Statement Pursuant to Section 287.133(3) (A),  
Florida Statutes on Public Entity Crimes**

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

1. This sworn statement is submitted by \_\_\_\_\_  
for \_\_\_\_\_, whose business address  
is \_\_\_\_\_ and (if applicable) its Federal Employer  
Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security  
Number of the individual signing this sworn statement: \_\_\_\_\_)
  
2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state and federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or Contract for goods and services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
  
3. I understand the “convicted” or “conviction” as defined in Paragraph 287.133(l) (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(l) (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” includes 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 in paragraph 1 (one) above is for that public entity only and that this form is valid through December 31 or the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering 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.**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
**Signature of Authorized Representative**

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

**Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_**

**Name of Notary: \_\_\_\_\_**

**Notary Public Signature: \_\_\_\_\_**

**State of \_\_\_\_\_**

**My commission expires: \_\_\_\_\_**

**(Printed typed or stamped Commissioned name of notary public)**

**Appendix F**

**Statement of Non-Discrimination**

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 noncitizens. —Participation in programs and activities or receiving funds under this title shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

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

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Printed Name and Title of Authorized Representative

**Appendix G**

**Certification Regarding Lobbying**

**Certification for Contracts, Grants, Loans and Cooperative Agreements**

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

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

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name and Title of Authorized Representative**

\*NOTE: - In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered Contract/Grant transactions over \$100,000 (per OMB).



**Appendix H**

**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. I, \_\_\_\_\_, the undersigned, in representation of \_\_\_\_\_, attest and certify that the Contractor 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 Contractor'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:
  - The dangers of drug abuse in the workplace.
  - The policy of maintaining a drug-free workplace.
  - Any available drug counseling, rehabilitation, and employee assistance programs.
  - 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 1.
  
- D. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the Agreement, the employee will:
  - 1. Abide by the terms of the statement.
  - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
  
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph 4.b. 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 4.b., 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 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 1, 2, 3, 4, 5, and 6.
- H. Notwithstanding, it is not required to provide the workplace address under the Agreement. 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 is 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.

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Typed Name and Title of Authorized Representative**

## **Appendix I**

### **Audit Requirements**

#### ***Financial And Compliance Audit***

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

#### **Part I: Federal Audit Requirements**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards.

The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

The reporting package shall include a schedule that discloses the amount of expenditures by Contract number for each Contract with **ELCOC** in effect during the audit period. Compliance findings related to contracts with **ELCOC** shall be based on Contract requirements including any rules, regulations, or statutes referenced in the Contract. The reporting package shall disclose whether or not the matching requirement was met for each applicable Contract. All questioned costs and amounts due to **ELCOC** shall be fully disclosed in the report with reference to **ELCOC** Contract involved.

For recipients who are subject to both Part I and Part II below, the audit must also address applicable State audit requirements.

#### **Part II: State Requirements**

In the event the recipient expends a total amount of State financial assistance to carry out state projects equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a Single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.600, 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 funds received from **ELCOC**, except that amounts received by a non-state entity for Federal program matching requirements shall be excluded from consideration.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapter 10.600, Rules of the Auditor General.

The reporting package shall include a schedule that discloses the amount of expenditures by Contract number for each Contract with **ELCOC** in effect during the audit period. Compliance findings related to Contracts with **ELCOC** shall be based on Contract requirements including any rules, regulations, or statutes referenced in the

Contract. The reporting package shall disclose whether or not the matching requirement was met for each applicable Contract. All questioned costs and amounts due **ELCOC** shall be fully disclosed in the audit report with reference to the specific Contract involved.

**Part III: Submission of Reports**

For any of the above requirements, copies of the audit report and any management letter by the independent auditors shall be submitted within 180 days after the end of the Contractor's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following, unless otherwise required by Florida Statutes:

A. Purchasing/Contracts Specialist of **ELCOC**.

B. Copies of reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Contract shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Auditing Clearinghouse), at the following address:

Federal Audit Clearinghouse Bureau of the Census  
1201 East 10th Street  
Jefferson, IN 47132

and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

**Part IV: Record Retention**

The Contractor shall ensure that audit working papers are made available to **ELCOC**, or its designee, upon request for a period of five years from the date the audit report is issued, unless extended in writing by **ELCOC**.