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REQUEST FOR PROPOSAL
Unified Communications & VoIP Phone System
RFP #2018-12FIN

Dates Available: April 2, 2018 to May 4, 2018
Closing Date and Time: May 4, 2018, 3:00 PM

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Unified Communications & VoIP Phone System

REQUEST FOR PROPOSAL NO. 2018-12FIN

THE EARLY LEARNING COALITION OF FLAGLER AND VOLUSIA COUNTIES, INC.
 IT
 135 EXECUTIVE CIRCLE, SUITE 100
 DAYTONA BEACH, FL 32114

Bid Due:	No Later than 3:00 PM, EST May 4, 2018 Late Bids will not be accepted or considered
Submit Bids to:	Physical Address and Mailing Address: The Early Learning Coalition of Flagler and Volusia Counties, Inc. Attn: Melanie Barclay, Director of Finance 135 Executive Circle, Suite 100 Daytona Beach, FL 32114
Direct Questions to:	Director of Finance Email: mbarclay@elcfv.org Phone: 386-323-2400 ext. 163 Fax: 386-323-2432 Deadline for Questions: April 19, 2018 Responses received: April 25, 2018 (In writing via email or fax per above)
Responses:	5 Hard Copies of proposal

BIDDING INSTRUCTIONS:

Sealed Proposals Each Applicant shall submit only one proposal per Bid Solicitation. A proposal shall consist of one signed original and 4 photocopies of the completed proposal. They must be submitted in a sealed envelope or package bearing the title **“ELC of Flagler & Volusia Unified Communications & VoIP Phone System 2018-12FIN”**, along with the name and address of the organization submitting the proposal. Proposals should include a contact name and an email address for correspondence, and shall be submitted no later than 3:00 PM on May 4, 2018 to Melanie Barclay, Director of Finance, The Early Learning Coalition of Flagler and Volusia Counties, Inc. 135 Executive Circle, Suite 100, Daytona Beach, FL 32114. It is the responsibility of the institution to ensure that the proposal arrives on time and at the right place. Late proposals will be returned unopened.

SECTION I — INTRODUCTION

Introduction

The Early Learning Coalition of Flagler and Volusia Counties, Inc. (the Coalition) seeks a solution that integrates its communications system with a Voice over Internet Protocol (VoIP) integrated voice and data system. In order to be considered, written proposals using the format described herein must be received by 3:00 P.M. Eastern Standard Time on May 4, 2018 at The Early Learning Coalition of Flagler and Volusia Counties, Inc.'s office at 135 Executive Circle, Ste 100, Daytona Beach, FL 32114.

Background

In 1999, the Florida Legislature passed the School Readiness (SR) Act. The Act created the Florida Partnership for School Readiness. In addition, the Act called for the creation of local school readiness coalitions whose goals were to improve the readiness of children when they enter school.

With specific membership designated by Florida Statutes, 57 school readiness coalitions were formed throughout the state covering all 67 counties.

In 2001, the Florida Partnership for School Readiness was transferred from the Executive Office of the Governor to the Agency for Workforce Innovation for administrative purposes. The funds for the Pre-Kindergarten, subsidized Child Care, Even Start, First Start, Migrant Pre-Kindergarten, and other programs were managed by the Agency for Workforce Innovation and distributed through the local coalition.

In early 2005, the State passed Voluntary Pre-Kindergarten (VPK) legislation, which placed local responsibility for the VPK program with the local school readiness coalitions. The coalitions have been renamed "Early Learning Coalitions" to reflect their greater role in meeting the early care and education needs of children and their families. Coalitions now fall under the direction and funding of Florida's Office of Early Learning (FOEL).

The Coalition is charged with assessing the early care and education resources available in our community and developing local plans to address identified needs of children and their families. The Coalition funds and administers a system of services designed to help ensure that children are ready for school when they enter kindergarten, in addition, the Coalition helps give parents support services to enable them to be stable and strong.

The Coalition's current budget for SR and VPK combined is over \$25 million. The number of active childcare providers contracted with the Coalition is between 250 and 300. This budget is funded by a mix of federal, state and local grants. The Coalition is charged with using this funding effectively and efficiently to achieve program goals.

History of Organization

The Volusia County School Readiness Coalition, Inc. (VCSRC) was founded on May 11, 2000 and is governed by applicable state and federal laws, rules, and regulations including, but not limited to the authority for SR and VPK and its related programs originally provided in Part 5 of CH. 1002, F.S., Sections 411.01, F.S., 230.2303, F.S., Part A Title IV of the Social Security Act, 45 CFR Part 98, 99, and 260, and Rule 65C-21.01, Florida Administrative Code (F.A.C.).

Effective July 1, 2005, VCSRC merged with the Flagler County School Readiness Coalition, Inc. to become The Early Learning Coalition of Flagler and Volusia Counties, Inc. (ELCFV). ELCFV was the survivor of the merger retaining its FEIN and 501(c)(3) status.

ELCFV is governed by a local volunteer board of directors and programs are administered by ELCFV employees. ELCFV is a private non-profit organization with exempt status under Section 501 (c)(3) of the Internal Revenue Code.

Effective April 1, 2007, with the dissolution of Child Care Resource Network (CCRN), the coalition's contracted central agency, ELCFV absorbed all School Readiness and VPK Services.

Statement of Purpose

The objective of this Request for Proposal (“RFP”) is to implement a robust and scalable Voice over Internet Protocol (VoIP) that can provide the needed quality service at a reasonable cost to the Coalition, and to optimize use of technology to enhance efficiency in the Coalition's communications. The new system shall include Unified Messaging and integrate with the Coalition's current email system as well as service remote locations with the same features and functionality as the main office. Each location should be able to access all the features and functionality available at the main site even in the event of a service interruption. System directories, class of service for telephony capabilities, trunk group access, should apply to all locations. The intent of the RFP is to select one Vendor that will work directly with the Coalitions IT Staff and the Network Administrator to ensure compatibility/call quality/reliability.

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.

Prohibition of Lobbying

Any respondent or lobbyist, paid or unpaid, for a respondent is prohibited from having any private communication concerning the procurement process or any response to the procurement process with any Coalition Board Member, the Chief Executive Officer, or any employee of the Coalition after the issuance of this RFP and until completion of the contract award. A proposal from any organization will be disqualified when the respondent (or a lobbyist, paid or unpaid, for the respondent) violates this condition of the procurement process.

Conflict of Interest

All respondents must disclose in their Letter of Certification, the name of any officer, director or agent who is also a Coalition employee or board member. All respondents must disclose the name of any Coalition employee or board member who owns, directly or indirectly, any interest in the respondent's business or any of its branches. All respondents must disclose any business relationships or family relations with any officer, board member, or employee of the Coalition.

Public Information

All submitted proposals and included or attached information shall become public record upon their delivery to the Coalition in accordance with Chapter 119, Florida Statutes. The contact person with respect to any or all aspects of this RFP is Melanie Barclay, Director of Finance and she can be reached via email at mbarclay@elcfv.org

Right to Reject Proposals and Waive Non-Material Irregularities

The Coalition reserves the right to accept or reject any or all proposals, waive any irregularities and technicalities contained therein, and may, at its sole discretion request a clarification of other

Information to evaluate any or all proposals. Respondents may be required to submit evidence of qualifications or any other information as the Coalition may deem necessary.

SECTION II — SCOPE OF SERVICES

Statement of Work

The Early Learning Coalition of Flagler and Volusia Counties, Inc. requests the new Telephone, Voicemail and Uniform Communication System for all Coalition facilities and shall be expandable at the convenience of the Coalition. The new system must provide a single system in terms of dialing, feature access, and administration. This system will replace the current, locally installed, VoIP system and must be capable of meeting future needs.

If the vendor utilizes any subcontractors for any part of the system architecture, design, planning, installation or support, it should be understood that the successful respondent will be the sole responsible party for all activities.

The vendor is also expected to provide a comprehensive training plan for all employees. The training plan will take into account the different levels of training needed for various employee groups. The vendor is expected to plan and conduct the installation of the project with minimal impact to daily operations and staff through close coordination with the Coalition's staff.

Services Desired

Network Assessment - The Coalition understands and expects that the respondent will need to conduct a full network assessment to determine the viability of integrating and installing the new voice system onto the existing data network. The Coalition seeks a solution that includes Unified Messaging and integrates with existing network infrastructure. The Coalition uses a switching solution based on Power over Ethernet (POE).

Cable - The network assessment should include the cost to test existing network cabling. As the installation is expected to be "in-line" with the handset/endpoint existing between the wall jack and the computer, any additional cabling will be provided by the vendor. The respondent will be responsible for wiring connections from the VoIP system to any communications equipment utilizing the VoIP system. Respondent is responsible for re-termination of services from existing system to the new VoIP system.

Any additional cabling/wiring needed by the Respondent to complete the installation should be included as part of the RFP response.

Unified Messaging - The Coalition also wishes to implement Unified Messaging and integrate the VoIP system with the Exchange Email system. The Coalition is currently on a non-hybrid Microsoft Office 365 email system. The vendor shall propose the best way to achieve this with full functionality and with minimal impact on services. Vendor shall also provide any costs necessary for licensing that may be required to achieve this.

Enterprise Mobility - The Coalition wishes to enable our highly mobile workforce to communicate on the device of their choosing regardless of location (office, field, home etc.). The goal is constant connectivity and mobile unified communications no matter the location where staff may be. The solution should essentially extend the features of the desk phone to the mobile device.

Call Accounting System - A Call Accounting System (CAS) is required and must be part of the base proposal for this system. The CAS must include Call Dialing Report (CDR) for inbound, outbound and internal calls and usage reports for all types of inbound, outbound and internal calls. Specifically, the Coalition is very concerned about the metrics for call length, number of calls unanswered, going to voicemail and dropped calls. Please describe your solution to the Call

Accounting System and attach sample reports. Vendor should also provide training for up to 3 employees in the administration, maintenance, programming and daily operation of the Call Accounting System.

Automatic Call Distributor (ACD) – the Coalition has Departments that receive calls from the public regarding their services. Representatives should be able to log in to their phone/workstation and have calls routed to them in a design that the Coalition and vendor agree upon.

911 Services - Emergency 911 Services are mandated for this system. The vendor shall provide a solution for 911 dialing from within the network that achieves all of the expected performance of a 911 system without substantially changing any of the expected normal operations of the system. If a staff person currently presses 911, it is expected that they will continue to perform the same activity and achieve the same result. Additional capabilities expected from the emergency call procedure are the ability to initiate an emergency call to be automatically routed to other desks within the Coalition.

Feature Set - The list below is a partial list of features that have been requested. It is provided as a baseline and as a starting point for the expected operations of the system. The Coalition expects the successful vendor will have had experience with corporations and other businesses of the Coalition's size and scope and will be able to provide consulting advice, input and insight into what other organizations are using and to provide suggestions that will enhance the usability and functionality of the system. Please identify which features are standard and which are added cost.

- Automatic call back
- Unified Communication
- Call Waiting
- Call Forward Busy / No Answer / All Calls
- Call Redirect
- Call Hold / Release
- Call Park / Pickup
- Call Transfer
- Call Waiting
- Calling Line ID Name and Number
- Multiple Calls per Line Appearance
- Call Waiting Caller ID Name and Number
- Prime Line Select
- Shared Extension on Multiple Phones
- Bridged Call Appearances
- Speaker Phone Capable
- Auto / Speed Dial
- Programmable Buttons w/ paperless labels
- Paging & Group Paging
- Direct Inward Dial (DID)
- Extension Dialing between Locations
- Automatic Call Distribution (ACD) Groups
- Custom Call Routing (CCR)
- Find Me/Follow Me
- Group Call Pickup
- Fax/eFax Management/Fax to email/Fax Server
- Remote Maintenance / Administration
- Voice Mail
- Voice Mail forward to Email
- Night/ After Hours Service
- Soft phone features
- Consistent and excellent voice quality
- Toll Charges, classes of service for Toll restriction
- Make/ Drop Conference
- Add On Conference
- Conference bridging for internal and external
 - Automatic alternate routing
- Call forward capability to external numbers
- SMDR (Station Message Detailed Report)
- Music on Hold
- Voice Mail Light Indicator
- Remote Handsets
- Voice over VPN
- Integration with leading smart phones & tablets (enterprise support & products for mobile)
- SIP Client Capable
- Call Recording

Include but are not limited to

Technical Requirements - The vendor must provide a complete system design showing the integration of the voice network into the data network. Further, the vendor must provide methodology for assuring voice quality throughout the system. Core system servers, switches, call managers and other equipment will be installed in the Coalition Data Center. Remote site equipment will be installed in secure data closets at each remote site. Vendor will provide recommendations and drawing showing the placement of the equipment in the appropriate network racks or cabinets. If the amount of rack space is insufficient, Vendor shall make sure additional racks or cabinets are included in the bid. If respondent proposes a switching solution based on Power over Ethernet (POE), respondent shall provide detailed specifications for the switching equipment, pricing and placement for the equipment. Maintenance costs of this equipment shall be reflected in the maintenance section of the response.

System Administration - The Coalition Operations staff will administer the system. Installation of the new VoIP system will include training for staff in system administration. Remote administration of the system must be available to technical and operations staff. Respondent to supply all additional equipment and software needed for the system programming and operation.

System Design Requirements - The Coalition uses a 4-digit internal dialing plan. As the Coalition has the opportunity to improve on an aggregated dialing system that has developed over the years, The Coalition may consider a new dialing plan and number schema. 4 digit dialing and the ability to see if users are online or available through 3rd party software or other proposed hardware/software is desired.

Security - The system should have security set features built in that allow the administrator to remotely administer security levels of users. It should fully integrate with the Coalitions Active Directory and should allow the administrator to control class of service and class of restriction. The winning bidder will also supply ALL system level passwords to the Coalition.

Vendor Requirements - Respondent will provide documentation showing call handling and device addressing schemes, an initial inventory of equipment for each completed location including model and serial numbers of phones, switches and routers, as well as any other relevant equipment.

Project Management - Vendor is expected to provide a project manager for this installation that will interface and become the main contact with the vendor for the duration of the project. This project manager will be assigned to the Coalition throughout the life of the project. The Coalition reserves the right to request a change in project management based on performance.

Maintenance and Support - Vendor shall provide Banning with a complete listing of available service and support plans. These shall include the range of offered services including all levels of support plus the escalation plan. As follows:

- An itemized list of services for each site.
- Ongoing Maintenance cost.
- Forecast any increase for 2-3 years for hardware, software maintenance, licensing needs
- Respondent to provide detail of local support, hours or limits of coverage for service and repairs.
- Respondent to provide their maintenance plan options with one hour or less response times.
- Provide software upgrade plans inclusive in Maintenance.

Transition Plan - The Coalition expects the installation of the new system to have little or no impact to ongoing operations. Vendor is expected to have experience in this area and to provide the Coalition with a plan to accomplish this as follows:

- Respondent to provide how (and validate procedure) the parallel process will migrate old to new.
- All documentation, installation, reports and materials must be provided to the Coalition prior to commencement of installation, followed by submission of any Moves, Adds, Changes (MAC).
- The Coalition currently works with Department of Management Services - SUNCOM for phone service needs and current provider Advanced Communications Solutions (ACS) and James Moore & Co (JMCo) for Server Administration needs. Respondent will be expected to interface with both companies.

Telephone Locations and Count:

Daytona location	50 phones
DeLand location	10 phones

SECTION III — SELECTION METHOD AND INSTRUCTIONS

Selection Criteria

Proposals will be evaluated on the basis of the following criteria (order is not indicative of weight or importance):

- Extent to which the products and services provided address the requirements in this document,
- Project Costs
- Timelines; and
- Vendor’s record
 - Customer satisfaction as evidenced by Vendor’s references
 - Financial security and longevity;
 - Qualifications of personnel;
 - Vendor may be requested to make an oral presentation.

Past projects will be reviewed to determine if the respondent has successfully completed projects similar in nature and scope. Respondents should provide narrative examples of three (3) projects that are similar in nature to the project described in this RFP.

Evaluation Process

- a. Coalition staff will evaluate the proposals and prepare recommendations for the Coalition Board of Directors. All proposals received on-time will be reviewed in accordance with the criteria listed in this RFP. The Coalition may request a presentation by any or all respondents to clarify proposed plans and details, as part of the review and evaluation process. The Coalition may also ask additional questions to clarify the submitted proposal(s).
- b. The Coalition Board of Directors shall make the final decision. When the Coalition Board has selected the most successful respondent, contract negotiations will begin. If a contract agreement cannot be reached with the most successful respondent, negotiations with that firm will be formally terminated. The Coalition would then negotiate with the next most successful respondent until an agreement is reached. The Coalition may choose to modify the choice of a selected respondent if the Coalition determines that such a change is in its best interest.

- c. The Coalition reserves the right to reject any and all proposals submitted. The Coalition further reserves the right before recommending any award to inspect the facilities, organization, and review evidence of the financial condition of respondents to assess their ability to perform the contract before awarding a contract.
- d. A proposer’s written submission in response to the RFP shall be considered as the proposer’s final offer. Only those communications which are in writing and signed shall be considered.

Evaluation Criteria

Each proposal will be evaluated based on the following criteria, which are listed in their order of importance:

Evaluation Criteria		
	Description of Service	Points
a.	Cost of Services	0-35
b.	Ability to provide the type, quantity and quality of services requested within the RFP. This includes responsiveness of the Applicant in meeting requirements and implementation	0-30
c.	Like experience with similar organizational set up	0-10
d.	Does this provide sufficient information regarding proper support for VoIP phones systems and indicate levels of comprehensive support\maintenance solutions and training plans whether updates or troubleshooting is either remotely or on-site to the coalition	0-10
e.	Evidence of previous Community Partnerships	0-10
f.	Branch Location	0-05
	Maximum Points	100

Each bidder must submit 5 copies of their proposal to the address below by May 4, 2018 at 3pm.

The Early Learning Coalition of Flagler and Volusia Counties, Inc.
 Attn: Melanie Barclay, Director of Finance
 135 Executive Circle, Ste 100
 Daytona Beach, FL 32114

Bidding Instructions

Sealed Proposals — Each respondent shall submit only one proposal. A proposal shall consist of one (1) manually signed original and four (4) photocopies of the completed proposal. They shall be submitted in a sealed envelope or package bearing the title, **“Unified Communications & VoIP Phone System #2018-12FIN”**, along with the name and address of the organization submitting the proposal. Proposals should include a contact name and an email address for correspondence and shall be submitted no later than 3:00 P.M. EST on May 4, 2018 to Melanie Barclay, Director of Finance, The Early Learning Coalition of Flagler and Volusia Counties, Inc., 135 Executive Circle, Suite 100, Daytona Beach, FL 32114. The respondent is responsible for ensuring that the proposal arrives on time at the correct address. Late proposals will be returned unopened.

Copies of the RFP may be requested via email to mbarclay@elcfv.org.

Inquires — All inquiries related to this RFP are to be directed, in writing via email or fax, to the Director of Finance, at mbarclay@elcfv.org. Inquiries by phone will not be accepted. Information obtained from any other source is not official and should not be relied on.

Application Timetable

Dates Advertised/Available April 2, 2018 to May 4, 2018
Deadline for Receipt of Written Questions: April 19, 2018

Deadline for Answers to Respondent Questions: April 25, 2018
Deadline for Receipt of Proposals (No Exceptions): May 4, 2018 – 3:00 PM
Evaluation Interviews (if needed): May 7 – 11, 2018
Notification of intent to Award Contract: June 2018

Length of Contract Period

Agreement Period/Renewal — The term of this agreement shall become effective on or around July 2018. The proposer that is chosen will incorporate this RFP, amendments to this RFP, and the Contractor's proposal, as an integral part of the contract except to the extent that the contract explicitly provides to the contrary. Satisfactory performance shall be determined within the sole discretion of the Coalition.

Cancellation of Award/Termination — In the event any of the provisions of this proposal are violated by the respondent, the Chief Executive Officer or designee will give written notice to the proposer stating the deficiencies. The proposer will have 10 days to correct the deficiencies. If the proposer does not make the corrections within 10 days, then recommendation will be made to the Coalition Board of Directors for immediate cancellation. Upon cancellation, the Coalition may pursue any and all legal remedies as provided herein and by law.

The Coalition reserves the right to terminate any agreement resulting from this RFP, at any time and for any reason, upon giving 30-day prior written notice to the other party. If the contract should be terminated without cause the Coalition will be relieved of all obligations under the agreement.

The proposed will have the option to terminate the agreement without cause, upon written notice to the Coalition's Chief Executive Officer. The written notice must be received at least 60 days prior to the effective date of the termination. Cancellation of the contract by the proposer may result in removal of the firm from consideration for future opportunities to agreement with the Coalition for a period of three (3) years.

Default — In the event that the awarded respondent should breach this agreement, the Coalition reserves the right to seek remedies in law and or in equity. Default would result in removal of the firm from consideration for additional opportunities for a period of three (3) years.

Award of Contract — All respondents to this RFP will receive written notification of the status of their proposal.

SECTION IV – PRICING SCHEDULE

Provide a pricing matrix similar to the one found below for all equipment and services, including switches, telephones, telephone cabling, labor, etc. All prices on equipment must be itemized as shown. The pricing must also reflect the cost of Taxes (the Coalition is exempt from some taxes), Shipping and Handling or any other costs of implementation. Additionally, ELCFV reserves the right to purchase all or some of the proposed solution.

ELCFV wishes to ascertain any/all maintenance costs and the length of the warranty on the system. The maintenance cost should include the all-inclusive hourly charge rates (during specified hours), any travel expenses to be reimbursed, the percentage of mark up on any materials.

Equipment (Hardware & Software)

Item	Description	Quantity	Unit Price	Total (Must Include applicable Tax, S&H or Other Charges)
1				
2				
3	(Vendor add additional lines as needed)			

Labor

Item	Description	# of Hours	Hourly Rate	Total (Must Include applicable Tax, S&H or Other Charges)
1				
2				
3	(Vendor add additional lines as needed)			

Training - also indicate training that will be at no additional charge

Item	Description	# of Classes	Cost per class	Total (Must Include applicable Tax, S&H or Other Charges)
1.				
2				
3	(Vendor add additional lines as needed)			

Maintenance

Provide annual Maintenance costs. If discounts are available for multi-year support agreements, please provide this information regarding the length of term and the net discount.

Item	Description	Discount	Length of Term	Total (Must Include applicable Tax, S&H or Other Charges)
1	Full maintenance: supporting hardware and software 7am-6pm Mon-Fri with 4-hour onsite response			
2	Full maintenance: supporting hardware and software seven (7) days a week, 24 hours a day, with four (4) hour on site response			
3	What is your plan for emergency response in case of critical failure? Do you have an emergency response plan with one (1) hour or less response? if so please explain and include pricing. If not, so indicate.			
4	If ELCFV chooses time and materials coverage, what is the rate for standard business hours and after hours? State your definition of business hours.			
5	Will your company support a maintenance contract that covers core components only (e.g. servers, software, switch's and common control cards) with no peripherals, or station sets?			
6	Propose the maintenance you believe would best serve ELCFV.			

SECTION V — TERMS, CONDITIONS AND OTHER REQUIREMENTS

Federal and State Tax

The Coalition is exempt from federal taxes; in addition, the Coalition is exempt from State and County tangible personal property taxes, sales taxes, and intangible taxes. The Coalition's Chief Executive Officer will sign an exemption certificate submitted by the successful respondent. The respondent doing business with the Coalition will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Coalition, in addition, the successful respondent will not be authorized to use the Coalition's tax exemption number in securing such materials.

Legal Requirements

It shall be the responsibility of the provider to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner effect the items covered herein. Lack of knowledge by the respondent will in no way be a cause for relief from responsibility.

Respondents doing business with the Coalition will be required to attest to compliance with the following federal and state rules and regulations:

I. Federal certifications – applicable to all entities

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

- A. Assurances – Non-construction programs (OMB Standard Form SF 424 B)
- B. Assurances - construction programs (OMB Standard Form SF 424D), if applicable
- C. Assurances–The Transparency Act (as defined by 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 (OEL 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 WHEN IT IS EXECUTED. THIS AGREEMENT IS NOT VALID UNTIL EACH FORM HAS BEEN COMPLETED IN FULL, SIGNED, AND ATTACHED TO THE ORIGINAL SIGNED AWARD.

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

The following Assurances are hereby adopted and incorporated herein by reference as if fully set forth herein.

EACH FORM MUST BE PRINTED, SIGNED AND ATTACHED TO THIS AWARD WHEN IT IS EXECUTED. THIS AGREEMENT IS NOT VALID UNTIL EACH FORM HAS BEEN COMPLETED IN FULL, SIGNED, AND ATTACHED TO AN ORIGINAL SIGNED AWARD.

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

A. Assurances — non-construction programs — required by OMB Standard Form SF 424 B, see SF-424B Non-Construction Programs: [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.
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 (Non-procurement).
13. Will comply with all state and federal requirements, as applicable, for internal controls to ensure compliance with federal and state statutes, regulations, and terms and conditions of the award.
14. Will comply with Florida's Government-in-the-Sunshine Law (Chapter 286, Florida Statutes), that provides a right of access to meeting of boards, commissions and other governing bodies of state and local governmental agencies or authorities.
15. If applicable, after timely and meaningful consultation, the recipient will provide the opportunity for children enrolled in private, non-profit schools, and the educational personnel of such schools, equitable participation in the activities and services provided by these federal funds, and will notify the officials of the private schools of said opportunity. (Educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal [consistent with the number of children to be served] to expenditures for programs of children enrolled in the public schools of the local educational agency.)

E. Assurance for proper expenditure reporting

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

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

F. CCDF Salary Cap annual testing requirements

The Consolidated Appropriations Act, 2012 (P.L. 112-74), enacted Dec. 23, 2011, limits the salary amount that PROPOSERS may award and charge to grants and cooperative agreements that the Administration of Children and Families (ACF) funds. PROPOSERS may not use CCDF award funds to pay an individual's salary at a rate more than the annual maximum Executive Level II federal pay rate. The Federal Executive Pay Scale maximum annual Executive Level II salary for calendar year 2017 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 sub-awards/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. OEL's current cost allocation plan guidance instructs that no indirect cost rates are required or used by the Office at this time since Florida's early learning programs have administrative spending caps assigned by federal regulation and/or state statutes. For more details, please contact OEL.

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

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

The grantee hereby certifies that:

It will expend all SR (Child Care Development Fund, TANF, Social Services Block Grant and General Revenue) funds solely for operating the SR Program and the funds shall be distinctive and clearly identifiable in all fiscal records the grantee maintains. The grantee shall use all state general revenue funds awarded for operating the VPK Education Program solely operating the VPK 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.
2. Related party contracts. Pursuant to state statute and OEL instructions (s. 1002.84(20), F.S.), the Contractor shall provide OEL contract documentation for any contracts with Contractor employees, governing board members or relatives of either group as s. 112.3143(1)(b), F.S., defines. The Contractor must comply with disclosure and reporting requirements in state statute and OEL instructions (s. 1002.84(20), F.S.).
 - 2.1. Any governing board member(s) benefitting from Contractor agreement(s) must disclose in advance the conflict of interest and must abstain from the vote process.
 - 2.2. The impacted individual must complete the necessary conflict of interest disclosure forms.
 - 2.3. The Contractor shall present all such contracts to the governing board for a vote. A valid approval requires two-thirds vote of the Contractor's board, a quorum must be established.
 - 2.4. The Contractor shall not enter into or execute a contract in excess of \$25,000 with a member of the governing board or relative of a board member without OEL's prior approval.
 - 2.5. The Contractor does not have to obtain OEL's prior approval for contracts below \$25,000.

- 2.5.1. However, the Contractor must adequately disclose and properly report and track such contract activity.
- 2.5.2. The Contractor shall report such contracts to OEL within 30 days after receiving approval from the governing board.

P. Contract Work Hours and Safety Standards Act

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

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

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

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

- This provision applies to agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities.
- Each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Department of Labor.

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

When federal program legislation requires, all construction contracts of more than \$2,000 the recipients and subrecipients award shall include a provision for compliance with the Davis- Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5,

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6 and 7.

S. DUNS Number Data Universal Numbering System

The federal government requires organizations to provide a DUNS number as part of their grant applications and proposals. The OMB has adopted the use of DUNS numbers to keep track of how federal grant money is awarded and dispersed. The DUNS number is a nine- digit number the Dun and Bradstreet Company issues. This company provides business information

for credit, marketing and purchasing decisions. Some entities will also have what is known as "DUNS + 4," which is used to identify specific units within a larger entity.

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

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

T. Equal Employment Opportunity (EEO)

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

U. Procurement of Recovered Materials

(a) Pursuant to 2 CFR §§200.317, Procurements by states, and §200.322, Procurement of recovered materials, the PROPOSER will comply with the following requirements of section 6002 of the Solid Waste Disposal Act.

- (i) Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
- (ii) procure solid waste management services in a manner that maximizes energy and resource recovery; and
- (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.govismmicomprehensive-procurement-guideline-cpq-program>. The list of EPA-designated items is available at <https://www.epalovismm/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 OEL Program Guidance 240.02 — Tangible Personal Property, title to all property acquired with funds provided to the PROPOSER under this agreement shall be vested in the PROPOSER; however, title and ownership shall be transferred to OEL upon termination of the PROPOSER participation in early learning programs, unless otherwise authorized in writing by OEL. All property required to be returned to the Office will be in good working order. See 2 CFR §200.318, General procurement standards, s. 273.02, F.S., and 691-73.002, F.A.C.
2. Pursuant to 2 CFR §200.302, Financial management, and instructions noted in the FDOE Green Book, effective control over and accountability for all property and other assets is required. Small attractive items with a purchase value less than \$1,000, whether classified as equipment, technology item or supplies must be safeguarded. The PROPOSER should have a written policy on how these items will be tracked, accounted for and safeguarded.
3. The term "nonexpendable property" shall include all tangible personal property which meet the criteria set forth in Rule 691-73.002, F.A.C. In accordance with 45 CFR 75.439 and in compliance with [OEL Program Guidance 240.05, Guidance on Prior Approval Procedures](#), property shall not be purchased with program funds without prior approval from OEL (Exhibit 1 CC.).
4. Contingencies such as liens or other liabilities shall not be placed upon assets purchased with program funds, nor shall non-expendable property purchased with program funds be used as collateral.
5. In accordance with OEL Program Guidance 240.02 — Tangible Personal Property, the funding sources for the purchase of all such property shall be identified and all such property purchased in the performance of the Early Learning programs shall be listed on the property records of the PROPOSER. The PROPOSER shall inventory annually and maintain accounting records for all equipment purchased in accordance with OEL Program Guidance 240.02, relevant Florida Statutes, state rules, federal regulations and federal cost principles.
6. Based on Section 273.055, F.S., and Rules 691-72.002, and 691-73.005 F.A.C., when original or replacement equipment acquired by a subrecipient contractor is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as described below in 6.
7. The Office's policy concerning proceeds received from the sale of property with a current per unit fair market value up to \$5,000 is the net amount received from such sales will remain at the PROPOSER level to be used in the same ongoing program. Funds from such sales will be treated as other program income in the same ongoing program(s). This type of income must be amended into a current year's program budget in which the sale occurred. It should then be reported in accordance with OEL Program Guidance 240.01. This identification of income is necessary to meet reporting requirements of the United States Department of Health and Human Services. Complete documentation for this type of income and expenditures must be

maintained for monitoring and auditing purposes. If the PROPOSER is no longer receiving funds for the particular project or program, the income from such equipment sales will be returned to the Office to be forwarded to the United States Department Health and Human Services.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 OEL, all equipment/property purchased with project funds will be transferred to the location(s) specified by the Office and all necessary actions to transfer the ownership records of the equipment/property to the Office or its designee, will be taken.

X. Purchase of American-made Equipment and Products

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

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

Y. System for Award Management (SAM)

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

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

Z. Trafficking Victims Protection Act of 2000—(TVPA)

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

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 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 sub-recipient, 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.

Agreement

A professional services agreement will be negotiated for any work to be performed as a result of this RFP. The RFP, the proposal, and the resulting agreement will constitute the complete agreement between the respondent and the Coalition.

Termination of Funding and Leasing

The Coalition receives annual funding through the State of Florida Office of Early Learning, in the event that the Coalition is not granted said funding this contract may be terminated at the expiration of the current funding year. The Coalition will notify in writing and submit a copy of written notification of such denial from the State of Florida Office of Early Learning.

Trade Secret and Confidential Materials

If the application includes material which is deemed a trade secret (as defined by Section 812.081, FS) or other confidential material exempt from the provisions of Chapter 119, FS, which the respondent does not wish to become public record, the following statement should be included in the application:

"Trade Secrets as defined by Section 812.081, Florida Statutes, or other confidential materials contained on *applicable* pages of this application shall not be used or disclosed, except for evaluation purposes. However, if a contract is awarded to this offer or as a result in connection with the submission of this program, the Coalition shall have the right to use or disclose the information designated as trade secrets or confidential to the extent provided in the contract. This restriction does not limit the Coalition's right to use or disclose the information designated as trade secrets or designated as confidential which is obtained from another source."

Any exemption claimed will be limited to the pertinent documents and must be supported by a statutory exemption. Notwithstanding anything to the contrary, nothing contained in the application shall be deemed or interpreted to restrict or prevent the Coalition from complying with

the disclosure requirements of Chapter 119, Florida Statutes, when material is incorrectly identified as a trade secret or confidential information. By submitting an application, the applicant covenants not to sue the Coalition and waives any claim against the Coalition arising under Chapter 119, Florida Statutes or in connection with or as a result of any disclosures by the Coalition in connection herewith.

Example - Letter of Certification

The Early Learning Coalition of Flagler and Volusia Counties, Inc.
Attn: Melanie Barclay, Director of Finance
135 Executive Circle, Suite 100
Daytona Beach, FL 32114

Dear Ms. Barclay:

We have read The Early Learning Coalition of Flagler and Volusia Counties, Inc.'s Request for Proposal (RFP) and fully understand its intent. We certify that we have adequate personnel, equipment, technology, and facilities to fulfill the requirements of the engagement. We understand that our ability to meet the criteria and provide the required services will be judged by Coalition staff members and members of the Coalition’s Executive Committee. We also understand that final approval for a contract award will come from the Coalition Board.

We have attached the following for your review:

- Network Assessment
- Cables
- Services Desired
- Unified messaging
- Enterprise mobility
- Call assessment system
- Automatic call distribution (ACD)
- 911 Services
- Features sets
- A completed IRS Form W-9

I, the undersigned respondent, have not divulged, discussed, or compared this proposal with any other respondents and have not colluded with any other respondent in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

It is understood that all information included in, attached to, or required by this **RFP** shall become public record upon their delivery to the Coalition as defined in the Public Records Act, Chapter 119, Florida Statutes.

Submitted by:

Submitting Organization:

Print Authorized name:

Date:

Authorized Signature:

Email:

Title:

Telephone:

CERTIFICATION AFFIDAVIT

DIRECTIONS: BY ATTESTING TO THIS FORM, THE RESPONDENT AGREES TO COMPLY WITH ALL FIVE (5) SECTIONS ON THE SWORN AFFIDAVIT. THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

APPLICATION ACCURACY

I do hereby certify that all facts, figures, and representations made in the proposal are true and correct. The filing of this proposal has been authorized by the contracting entity and I have been duly authorized to act as the representative of the organization in connection with this proposal. I also agree to follow all terms, conditions, and applicable federal law and state statutes.

PROHIBITION ON LOBBYING

Applicants are hereby advised and agree to comply with the Coalition's adopted prohibition on lobbying:

No funds granted by the Coalition shall be used by a provider agency to hire a lobbyist or to supplant any funds which would allow for the funding of a lobbyist.

Any respondent or lobbyist, paid or unpaid, for a respondent is prohibited from having any private communication concerning any procurement process or any response to a procurement process with any Coalition Board Member, the Coalition's Chief Executive Officer, or any Coalition employee after the issuance of this RFP and until the completion of the contract award. A proposal from any organization will be disqualified when the respondent or a paid or unpaid lobbyist for the respondent violates this condition of the procurement process.

CONFLICT OF INTEREST

Applicants are hereby advised, and agree to comply with the Coalition's adopted conflict of interest regulations:

All respondents must disclose the name of any officer, director, or agent who is also a Coalition employee. All respondents must disclose the name of any Coalition employee who owns, directly or indirectly, any interest in the respondent's business or any of its branches. All respondents must disclose any business relationships with any officer, director, subcontractor or employee of the Coalition. The disclosures described above must be submitted as a cover letter, included with the RFP, addressed to the Director of Finance, and must be submitted no later than the proposal deadline.

AGENCY CERTIFICATION

I, the undersigned applicant, hereby attest that the following policies, procedures, regulations, and documentation are in effect and agree to provide copies of the following within three working days of notification by the Coalition of intent to award the contract:

- Affirmative Action Policy
- Certified Minority Business Enterprises (if applicable)
- Small Disadvantaged Business Enterprise Policy (if applicable)
- Americans with Disabilities Policy
- Drug Free Workplace Policy

PUBLIC ENTITY CRIME AFFIDAVIT

I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any entity, agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an 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.

I understand that "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 adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment after July 1989, or as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Section 287.133, Florida Statutes means:

A predecessor or successor of a person convicted of a public entity crime; or an entity under the control of any natural person who is active in the management of the entity and 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 the affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Section 287.133(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 or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employee's members or agents who are active in 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, and (Please indicate which additional statement applies)

There were proceedings concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list.

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending in the Department of General Services).

ORGANIZATION'S NAME AND ADDRESS:

NOTE: AS EVIDENCED BY MY SIGNATURE BELOW, I UNDERSTAND AND WILL COMPLY WITH ALL TERMS AND CONDITIONS STATED HEREIN:

Type Authorized Official's Name Authorized Official's Title

Authorized Official's Signature Date

Federal Employee Identification Number

FOR NOTARY PUBLIC (OFFICIAL USE ONLY)

STATE OF _____ COUNTY OF _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY.

_____ who, after first being sworn by me, affixed his/her (name of individual signing) signature in the space.

Provided above on the _____ day of _____, 20_____

_____ NOTARY PUBLIC

My Commission Expires