

## **REQUEST FOR PROPOSALS**

### **SECTION 1: INTRODUCTION**

#### **1.1 DESCRIPTION OF ENTITY**

The Early Learning Coalition of Northwest Florida, Inc. (hereinafter referred to as “Coalition”) is a 501(c)(3) not-for-profit corporation that provides quality early education and care services for children and families in its seven-county service area (Bay, Calhoun, Franklin, Gulf, Holmes, Jackson and Washington counties). The Coalition is a statutorily-created entity designated with the responsibility of administration and implementation of the School Readiness Program and the Voluntary Prekindergarten Education Program. This Request for Proposals (RFP) is sponsored by the Early Learning Coalition of Northwest Florida, Inc. and the State of Florida, Division of Early Learning.

#### **1.2 STATEMENT OF NEED**

The Coalition is announcing its interest in obtaining the services of a public accounting firm, whose principal officers are independent certified public accountants, certified or licensed by a regulatory authority of a state or other political subdivision of the United States and in business for at least one year, to perform external auditing and tax services for the fiscal year ending June 30, 24. The Coalition anticipates entering into a contract for these services for the period of one (1) year with an option to renew annually for up to two (2) additional one (1) year periods. Small, minority-owned, women-owned, and service-disabled veteran business enterprises are encouraged to submit a Proposal.

It is the Proposer’s responsibility to examine this RFP, to understand the Coalition’s requirements and to submit its proposal (“Proposal”) in a timely, complete, and procedurally correct manner. The services described in this RFP will be procured in accordance with section 287.057, Florida Statutes.

#### **1.3 TERM OF CONTRACT**

The Contract resulting from this solicitation, if any, is anticipated to commence July 1, 2024 and end on June 30, 2025, and will be awarded through written notice to the qualified, responsible and responsive Proposer whose proposal is determined to be most advantageous to the Coalition. While price is an important factor in selecting a Proposer for an award, other factors in the competitive process will be considered and may take precedence over price. Those factors may include, but are not limited to, the following: quality of service offered, operating characteristics, technical innovations, administrative capability, size of organization, customer service, previous experience in providing the same or similar services, and the ability to achieve the deliverables.

The initial term of the Contract shall be for a period of twelve (12) months and may be renewed for a period not to exceed 3 years or the term of the original Contract, whichever period is longer, specifying the renewal price for the contractual service as set forth in the Proposal, specifying

that costs for the renewal may not be charged, and specifying that renewals shall be contingent upon satisfactory performance evaluations by the Coalition and subject to the availability of funds. Exceptional purchase contracts pursuant to 287.057(3) (a) and (c), Florida Statutes may not be renewed.

#### **1.4 DEFINITIONS**

In this Request for Proposals (“RFP”), capitalized terms used herein shall have the meaning ascribed thereto in Chapter 287.057, Florida Statutes. In addition, the following terms shall have the meanings specified below, unless expressly provided or unless the context otherwise requires:

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

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

Board: The governing board of the Coalition.

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

Cone of Silence: Prohibits any communication regarding a RFP, RFQ or bid solicitation after they have been advertised. The Cone of Silence is designed to protect the professional integrity of the procurement process by shielding it from undue influence prior to the recommendation of contract award.

Contract: A formal agreement between the Coalition and a Contractor for the procurement of services.

Contract Manager: The Coalition employee designated by the Executive Director to be responsible for the success of the contract. This individual enforces execution of the contract terms and conditions and often serves as liaison between the Coalition and the contractor.

Contractor: The entity providing services under the Contract.

Evaluation Committee: Committee responsible for reviewing and scoring each proposal and presenting a recommendation of award to the full Coalition Board.

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

Fiscal Year: An accounting period of twelve (12) months: July 1 through June 30.

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

Parties: Shall mean the Coalition and Contractor.

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

Proposer: A prospective entity that responds to this RFP.

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

Request for Proposal (RFP): Generally used for high-value service contracts that requires services to be customized to fit unique circumstances. Specifications are often complex and the evaluation of proposals thus take significantly longer than evaluations of normal bids.

Responsible Contractor: A Contractor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

Responsive Bid, Responsive Proposal, or Responsive Reply: A bid, or proposal, or reply submitted by a responsive and responsible contractor which conforms in all material respects to the solicitation.

Responsive Contractor: A contractor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.

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## SECTION 2: COMPETITIVE SOLICITATION - REQUEST FOR PROPOSALS (RFP) PROCESS

### 2.1 PROCUREMENT SCHEDULE

The Coalition’s RFP process will generally adhere to the following procurement schedule. The dates and locations listed below are subject to change. Proposers will be notified of any changes made to the procurement schedule. All times are Central Standard Time (CST).

	ACTIVITY	DATE	TIME	LOCATION*
1	RFP Advertised	Week of February 19, 2024	N/A	Advertised in newspaper, on Coalition website and <a href="http://myfloridamarketplace.com">myfloridamarketplace.com</a>
2	RFP Released	February 21, 2024	N/A	Available on Coalition website <a href="http://www.elcnwf.org">www.elcnwf.org</a>
2	Notice of Intent to Submit Proposal	No later than March 8, 2024	5:00 PM	Early Learning Coalition of Northwest Florida, Inc. Attn: Chelsea Ranew <a href="mailto:chelsea.ranew@elcnwf.org">chelsea.ranew@elcnwf.org</a>
3	Written Inquiries to be Received	March 8, 2024	1:00 PM	E-mail: <a href="mailto:chelsea.ranew@elcnwf.org">chelsea.ranew@elcnwf.org</a>
4	Coalition Response to Written Inquiries	March 11, 2024	5:00 PM	Responses will be sent via email
5	Deadline for Receipt of Proposals	March 29, 2024	1:00 PM	Early Learning Coalition of Northwest Florida, Inc. Attn: Chelsea Ranew RFP 2024-01 <a href="mailto:Chelsea.ranew@elcnwf.org">Chelsea.ranew@elcnwf.org</a>
6	Opening of Proposals	March 29, 2024	1:01 PM	Early Learning Coalition of Northwest Florida, Inc.
7	Evaluation of Proposals	April 1-5, 2024	N/A	N/A
8	Anticipated Posting of Notice of Intent to Award	April 10, 2024	N/A	Award will be posted on Coalition’s website
9	Initiation of Contract Negotiations	Week of April 15, 2024	N/A	TBD
10	Effective Date of Contract	July 1, 2024	N/A	N/A

\*The Coalition reserves the right to adjust the schedule when it is in the best interest of the Coalition or to extend any published deadline in this RFP upon notification to all parties who have submitted a proposal.

## 2.2 OFFICIAL CONTACT PERSON

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

Chelsea Ranew  
Special Projects Director/Procurement Manager  
Early Learning Coalition of Northwest Florida, Inc.  
4636 HWY 90, Suite M  
Marianna, FL 32446  
E-Mail: [chelsea.ranew@elcnwf.org](mailto:chelsea.ranew@elcnwf.org)

## 2.3 CONE OF SILENCE - LIMITATIONS ON CONTACTING COALITION PERSONNEL

All parties to this solicitation are bound by the “Cone of Silence” surrounding solicitations and prohibitions against ex-parte communication. During the Cone of Silence, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the Coalition posting the notice of intended award, excluded Saturdays, Sundays, and state holidays: a) Coalition board members; b) any Coalition staff; c) all proposal evaluation committee members; and/or d) any member of the executive or legislative branch regarding any aspect of this solicitation; other than the official contact person identified in Section 2.2 of this document. Any occurrence of a violation of this provision may result in the disqualification of the Proposer.

## 2.4 PROPOSER DISQUALIFICATION

No Proposer will be considered if:

1. The Proposer has been convicted of a public entity crime, or has been placed on the convicted vendor list or has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S.;
2. The Proposer has been debarred or suspended or otherwise determined to be ineligible to receive federal and/or state funds by an action of any governmental agency;
3. The Proposer’s previous contract(s) with the Coalition, the Proposer failed to perform any contractual obligations in a manner satisfactory to the Coalition, will be sufficient cause for disqualification. To be disqualified as a Proposer under this provision, the Proposer must have:
  - a. Previously failed to adequately perform on a contract with the Coalition, been notified by the Coalition of unsatisfactory performance and failed to correct the inadequate performance to the satisfaction of the Coalition; or
  - b. Had a contract terminated by the Coalition, by any other State of Florida or state affiliated agency including other Early Learning Coalitions, or by any other organization for cause.
4. For any cause for which the Proposer is determined non-responsive or non-responsible.

## 2.5 NOTICE OF INTENT TO SUBMIT A PROPOSAL

Proposers are requested to submit a Notice of Intent to Submit a Proposal Form (Attachment B) bearing the original signature of an authorized agent of Proposer no later than **March 8, 2024 at**

**5:00 p.m. (CST)** to [chelsea.ranew@elcnwf.org](mailto:chelsea.ranew@elcnwf.org) in Section 2.2 above. The purpose of the Notice of Intent 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.

Information regarding any addenda to the solicitation and copies of written Coalition responses to questions resulting in clarifications or addenda to the solicitation, will only be sent to those prospective Contractors submitting a Notice of Intent to Submit a Proposal and other interested persons who request, in writing, copies of the solicitation and other procurement information which is sent out regarding the solicitation.

The Notice of Intent to Submit a Proposal Form is attached hereto as Attachment B. Individuals who submit Notices of Intent shall receive a copy of all (1) responses to written inquiries and (2) changes to the solicitation. Failure to submit a Notice of Intent by the deadline may result in discontinuation of notices about this RFP. (Note: Failure to submit the Notice of Intent to Submit a Proposal Form or written request by a Proposer does not prevent the Proposer from responding to a solicitation unless otherwise stated in the solicitation.)

## **2.6 PROPOSER’S CONFERENCE AND INQUIRIES**

**There will be no Proposer’s conference.** Only written inquiries may be submitted. Questions must be forwarded in writing, to Chelsea Ranew at the Early Learning Coalition of Northwest by e-mail to [chelsea.ranew@elcnwf.org](mailto:chelsea.ranew@elcnwf.org) on or before **5:00 PM (CST) March 8, 2024** to ensure that sufficient analysis can be made before answers are supplied. Written responses to questions will be posted on the Coalition’s website at [www.elcnwf.org](http://www.elcnwf.org) and only sent to those Proposers submitting a written Notice of Intent via internet.

## **2.7 ACCEPTANCE/REJECTION OF PROPOSALS AND WAIVER OF MINOR IRREGULARITIES**

Proposals must be received by the Coalition no later than **March 29, 2024 at 1:00 p.m. (CST)** at the following address:

Chelsea Ranew, Procurement Manager  
Early Learning Coalition of Northwest Florida, Inc.  
[Chelsea.ranew@elcnwf.org](mailto:Chelsea.ranew@elcnwf.org)  
**#RFP 2024-01**

Any Proposal submitted shall remain firm and valid for a minimum of ninety (90) days after the proposal due date. No changes, modifications or additions to the Proposals submitted will be accepted by or be binding on the Coalition after the deadline for submitting Proposals has passed.

The Coalition reserves the right to reject any and all Proposals or to waive minor irregularities when to do so would be in the best interest of the Coalition. A minor irregularity is defined as a variation from the RFP terms and conditions which does not affect the price of the Proposal, or give the Proposer an advantage or benefit not enjoyed by other Proposers, or does not adversely impact the interest of the Coalition. At its option, the Coalition may correct minor irregularities but is under no obligation to do so whatsoever.

## **2.8 NOTICE OF INTENT TO AWARD**

The Contract shall be awarded to the responsible and responsive Proposer whose Proposal is determined to be the most advantageous to the Coalition. While price is an important factor in selecting a Proposer for an award, other factors in the competitive process will be considered and may take precedence over price. Those factors may include, but are not limited to, the following: quality of service offered, operating characteristics, technical innovations, administrative capability, size of organization, customer service, previous experience in providing the same or similar services, and the ability to achieve the deliverables as specified in section 3. The notice shall be posted for a minimum of seventy-two (72) hours on the Coalition website.

## **2.9 APPEAL PROCESS**

Any Proposer who is adversely affected by a Coalition decision or intended decision concerning a procurement solicitation has the right to appeal. The appeal process is as follows:

1. Submit a letter within three (3) business days from the date of the Contract award to the Executive Director of the Early Learning Coalition of Northwest Florida, Inc., stating that an appeal to the Contract award is being filed and the specific reasons for that appeal based on the following four criteria:
  - a. Clear and substantial error or misstated facts by the review team upon which the decision was made
  - b. Unfair competition or conflict of interest in decision making process
  - c. Any illegal or improper act or violation of law
  - d. Other legal basis on grounds that may substantially alter the Coalition's decision

The Executive Director will review the appeal and respond in writing within ten (10) business days. Should the Executive Director require additional time to review the matter, the Proposer shall be advised in writing (electronic and/or mail) within the ten (10) business day period.

2. In the event the Executive Director's response is not satisfactory to the Proposer, an appeal to the Executive Committee may be requested. The appeal must be provided in writing within fifteen (15) business days from receipt of the response from the Coalition and address it to:

Early Learning Coalition of Northwest Florida, Inc.  
Attention: Suzan Gage  
4636 HWY 90, Suite M  
Marianna, FL 32446

The appeal will be heard by the Executive Committee at a time set by the Coalition's Board Chair after consultation with counsel. The Executive Committee's decision will be made by a majority of members present. A written acknowledgment and final resolution of the appeal will be made within thirty (30) calendar days of the request. The result will be the final outcome on behalf of the Coalition unless otherwise stated by Florida law. In the event the party is not satisfied with the outcome provided by the Coalition, they may seek legal remedies as afforded under the laws of the State of Florida.

### **SECTION 3: SCOPE OF WORK**

#### **3.1 INTRODUCTION**

The Early Learning Coalition of Northwest Florida, Inc. was organized as a not-for-profit Florida corporation under the laws of the State of Florida on September 26, 2005. The Coalition has been granted an exemption from income taxes under Internal Revenue Code, Section 501(c) (3) as a not-for-profit corporation.

The Coalition is primarily funded by support from federal and state agencies contracted through the Florida Division of Early Learning (hereinafter “DEL”). The Coalition provides a coordinated delivery system of school readiness programs that is designed to fully prepare children to learn upon entering the local kindergarten school systems in its seven-county service area (Bay, Calhoun, Franklin, Gulf, Holmes, Jackson and Washington counties). In addition, part of the Coalition’s mission is to increase the availability, affordability and quality of child care services to children. The children who qualify for these programs are at-risk and/or from low-income families.

The Coalition administers and operates the grants received from DEL through direct operations with an annual operating budget of approximately \$17.5 million. The Coalition operates three major programs:

1. Direct Child Care – payments to approved providers for child care.
2. Non-Direct Child Care – directly incurred costs for support of child care services such as eligibility determination, training for providers, and resource and referral services.
3. Quality Initiatives – payments for directly incurred costs designed to enhance experiences for children, staff, or other early childhood professionals.

#### **3.2 SCOPE OF THE FINANCIAL AND COMPLIANCE AUDIT**

The Proposer will audit the statement of financial position of the Coalition and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended. The related notes to financial statements shall be included in the report. Also, the document the Proposer will submit will include a schedule of expenditures of federal programs and state projects that will be subjected to the auditing procedures applied in the Proposer’s audit of the financial statements.

The Proposer shall perform audit functions in accordance to OMB A-133 Single Audit Act.

##### **A. AUDIT OBJECTIVES**

The objective of the Proposer’s audit is the expression of an opinion about whether the Coalition’s financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles in the United States, Government Auditing Standards for Agreed Upon Procedures, and to report on the fairness of the additional schedule of

expenditures of federal programs and state projects when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

1. Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
2. Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, Section 215.97, Florida Statutes and Rules of the Auditor General, Chapter 10.650.

The audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of Office of Management and Budget (OMB) Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, Section 215.97, Florida Statutes, and Rules of the Auditor General, Chapter 10.650 and other procedures considered necessary by the Proposer to enable the Proposer to express such an opinion and to render the required reports.

If the Proposer's opinion on the financial statements or the Single Audit compliance opinion is other than unqualified, the Proposer will discuss the reasons with the Coalition in advance.

#### **B. COALITION RESPONSIBILITIES**

The Coalition is responsible for making all financial records and related information available to the Proposer, including any significant vendor relationships in which the vendor has the responsibility for program compliance. The Proposer understands that the Coalition will provide the Proposer with such information required for the audit and that the Coalition is responsible for the accuracy and completeness of that information. The Proposer will advise the Coalition about appropriate accounting principles and their application. As part of the engagement the Proposer may propose standard, adjusting, or correcting journal entries to the Coalition's financial statements.

#### **C. AUDIT PROCEDURES - GENERAL**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, the audit will involve judgment about the number of transactions to be examined and the areas to be tested. The Proposer will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the Coalition or to acts by the Coalition or employees acting on behalf of the Coalition. As required by the Single

Audit Act Amendments of 1996 and OMB Circular A-133, the audit will include tests of transactions related to major federal award programs for compliance with applicable laws and regulations and the provisions of contracts and agreements. Because the audit is designed to provide reasonable, but not absolute, assurance and because the Proposer will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by the Proposer. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct effect on the financial statements or major programs. However, the Proposer will inform the Coalition of any material errors and any fraudulent financial reporting or misappropriation of assets that come to the Proposer's attention. The Proposer will also inform the Coalition of any violations of laws or governmental regulations that come to the Proposer's attention, unless clearly inconsequential. The Proposer will include such matters in the reports required for a Single Audit. The Proposer's responsibility as auditors is limited to the period covered by the Proposer's audit and does not extend to later periods for which the Proposer is not engaged as auditor.

The Proposer's procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected funding sources, creditors, and financial institutions.

#### D. AUDIT PROCEDURES – INTERNAL CONTROL

In planning and performing the audit the Proposer will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of the auditing procedures for the purpose of expressing the opinions on the Coalition's financial statements and on its compliance with requirements applicable to major programs.

The Proposer will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that the Proposer considers relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. The tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in the report on internal control issued pursuant to Government Auditing Standards.

As required by OMB Circular A-133 and Chapter 10.650, Rules of the Auditor General, the Proposer will perform tests of controls to evaluate the effectiveness of the design and operation of controls that are considered relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, the tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in the report on internal control issued pursuant to OMB Circular A-133 and Chapter 10.650, Rules of the Auditor General.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, the Proposer will inform the governing body or audit committee of any matters involving internal control and its operation that are considered to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to the Proposer’s attention relating to significant deficiencies in the design or operation of the internal control that, in the Proposer’s judgment, could adversely affect the entity’s ability to record, process, summarize, and report financial data consistent with the assertions of the Coalition in the financial statements. The Proposer will also inform the Coalition of any non-reportable conditions or other matters involving internal control, if any, as required by Government Auditing Standards and OMB Circular A-133 and Chapter 10.650, Rules of the Auditor General.

#### E. AUDIT PROCEDURES – COMPLIANCE

The audit will be conducted in accordance with the standards referred to in the section titled “Audit Objectives.” As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, the Proposer will perform tests of the Coalition’s compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and the Proposer will not express such an opinion in the report on compliance issued pursuant to Government Auditing Standards.

OMB Circular A-133 requires that the Proposer also plans and performs the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and agreements applicable to major programs. The procedures will consist of the applicable procedures described in the OMB Circular A-133 Compliance Supplement and Executive Office of the Governor’s State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Coalition’s major programs. The purpose of these procedures will be to express an opinion on the Coalition’s compliance with requirements applicable to each of its major programs in the Proposer’s report on compliance issued pursuant to OMB Circular A-133 and Chapter 10.650, Rules of the Auditor General.

#### F. INTERNAL CONTROLS – AUDITOR DOCUMENTATION

The Coalition shall obtain the internal control work papers from the Proposer performing the annual independent financial statement audit. The Coalition shall keep these work papers onsite as part of its financial records and shall provide a copy to DEL as part of the financial reporting package.

#### G. AUDIT PROCEDURES – SPECIAL AUDIT TESTING REQUIREMENTS

It is essential that the Proposer test the Coalition’s monthly reconciliation of its financial records to the Single Statewide Information System (SSIS). The Proposer must include a statement in the Schedule of Findings and Questioned Costs confirming the following:

1. that the Coalition staff performs this reconciliation monthly;
2. that the Coalition has processes in place to identify and correct errors noted during the monthly reconciliation process; and

3. the Coalition’s financial records and the SSIS records were reconciled and in agreement as of the annual program year end (June 30<sup>th</sup>).
4. Finally, a statement must be included to indicate the Proposer’s work papers include documentation to verify tests of these tasks were performed and such work papers are available for review by Division of Early Learning (DEL) staff upon request.
5. If such testing was not completed, or if these statements are missing from the annual audit report, the Proposer’s annual procedures will be considered incomplete/deficient and the Coalition will receive notice of such in the Office of Inspector General’s (OIG’s) annual Management Decision.

#### H. AUDIT PROCEDURES – ADMINISTRATION

The Proposer understands that the Coalition’s employees will prepare all cash, accounts receivable, and other confirmations the Proposer requests and will locate any documents selected for testing.

At the conclusion of the engagement, the Proposer will complete the appropriate sections of the Data Collection Form that summarizes the audit findings. The Proposer will provide copies of the reports to the Coalition; however, it is the Coalition’s responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal programs and state projects, summary schedule of prior audit findings, auditor’s reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor’s reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit. At the conclusion of the engagement, the Proposer will provide information to the Coalition as to where the reporting packages should be submitted and the number to submit.

The Proposer may be requested to make certain audit documentation, including work papers, available to the cognizant or oversight agency, other grantors or agencies providing direct or indirect funding (or their designees), or the U.S. General Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. The Proposer will notify the Coalition of any such request. If requested, access to such audit documentation will be provided under the supervision of Proposer’s personnel. Furthermore, upon request, the Proposer may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the date the auditor’s report is issued or for any additional period by grantor(s) or agencies. If the Proposer is aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, the Proposer will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

The Proposer will prepare the federal tax return, Form 990.

Government Auditing Standards requires that the Proposer provide the Coalition with a copy of the most recent external peer review report and any letter of comment and any subsequent peer review reports and letters of comment received during the period of the contract.

The Proposer services include attendance and presentation of the results of the audit to the Coalition’s Board of Directors. The Proposer understands that the full Board meetings normally have set days and times. Also, to assist the Proposer in meeting the Board deadlines for report delivery, the Proposer should have the prepared financial report draft, or all information to complete the Coalition financial report, two weeks prior to the meeting date to guarantee timely delivery.

The Proposer is responsible for adjusting the financial statements to correct material misstatements and for confirming to the Coalition in the management representation letter that the effects of any uncorrected misstatements aggregated by the Coalition during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

I. SUMMARY - FINANCIAL STATEMENT, AUDIT REPORTS, FORM 990, DATA COLLECTION FORM

The following financial statement and audit reports are required as part of this audit:

1. Independent Auditors’ Report
2. Statements of Financial Position
3. Statements of Activities and Changes in Net Assets
4. Statements of Functional Expenses
5. Statements of Cash Flows
6. Notes to Financial Statements
7. Independent Auditors’ Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards
8. Independent Auditors’ Report on Compliance for Each Major Federal Program and State Project and on Internal Control over Compliance Required by the Uniform Guidance and Chapter 10.650, Rules of the Auditor General
9. Schedule of Findings and Questioned Costs, Federal Awards and State Financial Assistance
10. Schedule of Expenditures of Federal Awards and State Financial Assistance
11. Schedule on Status of Prior Year Audit Findings
12. Preparation of the Federal Tax Return, Form 990
13. Data Collection Form:
  - Complete the Appropriate Sections of and Sign the Data Collection Form that Summarizes the Audit Findings
  - Provide Copies of the Reports to the Coalition
  - Note: It is the Coalition’s Responsibility to Submit the Reporting Package along with the Data Collection Form to the Designated Federal Clearinghouse

### **3.3 DELIVERY SCHEDULE**

The draft audit report is due on or before November 9, 2024.

The Proposer shall deliver the final audit report to the Coalition’s Board of Directors no later than December 7, 2024.

Reports may be submitted earlier than the above schedule. However, if the Proposer fails to make delivery of the audit reports within the time schedule specified herein, or if the Proposer delivers audit reports which do not conform to all the provisions of this contract, the Coalition may, by written notice of default to the Proposer, terminate the whole or part of this contract. Under certain extenuating circumstances the Coalition may extend this schedule upon written request of the Proposer with sufficient justification.

### **3.4 PROPOSER’S TECHNICAL QUALIFICATIONS**

The Proposer, in its proposal, shall, as a minimum, include the following:

1. Prior auditing experience.
2. Prior experience auditing similar programs funded by the State of Florida.
3. Prior experience auditing programs financed by the Federal Government.
4. Prior experience auditing nonprofit organizations.
5. Proposer’s organization, size and structure.
6. Peer review.
7. Staff qualifications – to include:
  1. Audit team makeup (complete resumes to be provided).
  2. Overall supervision to be exercised.
  3. Prior experience of individual audit team members.
8. Understanding of work to be performed.
9. Estimated hours to perform required services

### **3.5 PRICE FOR WORK TO BE PERFORMED**

The Proposer, in its proposal, shall include the following:

- a. Price to perform the work for:
  1. Fiscal year ending June 30, 2024.
  2. Fiscal year ending June 30, 2025.
  3. Fiscal year ending June 30, 2026.

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## **SECTION 4: FINANCIAL SPECIFICATIONS**

#### **4.1 FUNDING SOURCES**

The Coalition receives 100% of public support funding from the Florida Division of Early Learning (DEL). The funding received from DEL is derived from both federal and state sources. The specific funding sources are available upon request. The percentage of public support funding to facilitate the Contract issued as a result of the RFP will be 70% derived from federal sources and 30% derived from the State of Florida.

#### **4.2 INVOICING AND PAYMENT OF INVOICES**

1. The Coalition intends to allow the selected Proposer to utilize their own invoice/form. All invoices and/or forms to be used during the Contract period must be approved by the Coalition.
2. Invoice approval for payment only after Contract deliverables have been received, verified, and accepted by the Coalition.
3. Scheduled payments will be based on Contract terms
4. Invoices must include detailed supporting documentation of all amounts that are to be reimbursed.

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## 5.1 RESPONSE CONTENT AND FORMAT

Proposers are to provide the narrative information requested in each section below. For ease in translating the successful Proposal into a contract statement of work, all Proposals are to be written in the INDICATIVE (will, shall) rather than the SUBJUNCTIVE (may, could). When preparing the Proposal, please note that clear and concise answers are preferred. Do not repeat statements or ideas within the text of the Proposal. Referring the reviewer to another section of the Proposal for other information is preferred rather than repeating the information.

A complete Proposal shall use the following format and include the following items:

### 1. Table of Contents

- a. Include a standard Table of Contents adding the appropriate page numbers for each section

### 2. Mandatory Attachment

- a. Attachment A: Proposal Cover Page

### 3. Proposer's Technical Qualifications

- a. Prior auditing experience.
- b. Prior experience auditing similar programs funded by the State of Florida.
- c. Prior experience auditing programs financed by the Federal Government.
- d. Prior experience auditing nonprofit organizations.
- e. Proposer's organization, size and structure.
- f. Peer review.
- g. Staff qualifications – to include:
  1. Audit team makeup (complete resumes to be provided).
  2. Overall supervision to be exercised.
  3. Prior experience of individual audit team members.
- h. Understanding of work to be performed.
- i. Estimated hours to perform required services.

### 4. Price for Work to be Performed

- a. Price to perform the work for:
  1. Fiscal year ending June 30, 2024.
  2. Fiscal year ending June 30, 2025.
  3. Fiscal year ending June 30, 2026.

### 5. Mandatory Attachments

- a. Attachment C: Acceptance of Contract Terms and Conditions
- b. Attachment D: Request for Proposal Acknowledgement Form
- c. Attachment E: Non-Collusive Certification
- d. Attachment F: Statement of No Involvement
- e. Attachment G: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

- f. Attachment H: Sworn Statement Pursuant to Section 287.133(3) (A), Florida Statutes on Public Entity Crimes
- g. Attachment I: Certification Regarding Lobbying
- h. Attachment J: Certification Regarding Drug-Free Workplace
- k. Attachment K: Statement of Non-Discrimination
- l. Attachment L: Audit Requirements
- m. Attachment M: Assurances

## 5.2 SUBMISSION

The Proposal must be **via email to [chelsea.ranew@elcnwf.org](mailto:chelsea.ranew@elcnwf.org) with the subject line “RFP 2024-01 External Auditing and Tax Services”** for review by the Evaluation Committee:

1. Any Proposal must be received by the Coalition by the deadlines set forth in the procurement schedule (Section 2.1). Late Proposals will not be accepted.

**THE PROPOSER IS SOLELY RESPONSIBLE FOR ASSURING THAT ANYTHING SENT TO THE COALITION ARRIVES SAFELY AND ON TIME. ANY SUBMISSION TO THE COALITION, INCLUDING INQUIRIES REGARDING THE RFP, AND/OR PROPOSALS NOT RECEIVED AT EITHER THE SPECIFIED LOCATION AND/OR BY THE SPECIFIED DATE AND TIME WILL BE REJECTED AND RETURNED UNOPENED TO THE PROPOSER BY THE COALITION.**

### DISCLAIMER

**THIS RFP IS NEITHER AN OFFER, CONTRACT, NOR AGREEMENT OF ANY KIND. NEITHER THE COALITION NOR THE PROPOSER SHALL HAVE ANY LEGAL RIGHTS OR OBLIGATIONS WHATSOEVER BETWEEN THEM AND NEITHER SHALL TAKE ANY ACTION OR FAIL TO TAKE ANY ACTION UNTIL THE PROPOSED TRANSACTION AND A DEFINITIVE WRITTEN CONTRACT IS APPROVED IN WRITING BY THE COALITION.**

**THIS RFP SHALL NOT BE CONSIDERED AN OFFER TO CONTRACT. THE TERMS OF ANY TRANSACTION, IF CONSUMMATED, SHALL NOT BE FINAL NOR BINDING ON EITHER PARTY UNTIL A CONTRACT IS EXECUTED BY ALL PARTIES.**

## 5.3 TRADE SECRETS

The Coalition will attempt to afford protection from disclosure of any trade secret as defined in Section 812.081, *Florida Statutes* where identified as such in the Proposal, to the extent permitted under Section 815.04, *Florida Statutes*, and Chapter 119, *Florida Statutes*. Any Proposer acknowledges; however, that the protection afforded by Section 815.04, *Florida Statutes* is incomplete, and it is hereby agreed by the Proposer and the Coalition that no right or remedy for damages arises from any disclosure.

**5.4 COST OF PREPARATION OF PROPOSAL**

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

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## **SECTION 6: PROPOSAL REVIEW – EVALUATION PROCESS**

The Evaluation Committee shall conduct a comprehensive review of the responses to the solicitation. Proposals will be evaluated in two sections:

1. Fatal Criteria
2. Qualitative Evaluation Criteria

The fatal criteria consist of an initial screening of a series of pass or fail questions that ensure respondents meet certain compliance items. Proposals that are incomplete or do not satisfactorily address each requirement may be disqualified.

The qualitative evaluation criteria, assigns a point value to a series of questions that ensures the respondents have satisfactorily addressed each requirement in their ability to perform the statement of work.

The evaluation process is designed to assess the Proposer’s ability to meet the Coalition requirements and to identify those Proposer’s likely to satisfy those requirements. The evaluation process will be conducted in a thorough and impartial manner.

The Evaluation Committee will rate Proposers, who in their judgment, best meet the needs and requirements of the Coalition. While price is an important factor in selecting a Proposer for an award, other factors in the competitive process will be considered and may take precedence over price. Those factors may include: quality of service offered, operating characteristics, technical innovations, administrative capability, size of organization, customer service, previous experience in providing the same or similar services, and the ability to achieve the deliverables as specified in section 3. The Coalition’s Board of Directors, in its sole discretion, may elect not to award a contract to any Proposer under this solicitation. Proposer(s) may be selected for further evaluation in the context of an oral presentation, in-person interview, conference calls, or a combination of the foregoing. References may be checked and background checks may be performed to verify information submitted in the Proposals.

The Evaluation Committee will make recommendations to the full Coalition Board, which shall make the final decision on approval of Proposals. Proposals that are approved by the Coalition’s Board will be eligible for contract negotiation subject to the availability of funds. The approval of the Coalition’s Board provides approval for only the Contractor’s concept and the total funding amount that may be contracted. It does not provide approval for any unit cost(s) or for any specific terms and conditions. Representatives of the Proposer and the Coalition staff will negotiate these details after a full review and discussion of the proposed services and costs.

All Proposals are subject to negotiation by the Coalition.

### **6.1 LIMITATIONS**

This RFP does not commit the Coalition to award a contract, to pay any costs incurred in the presentation of a Proposal to this request, or to procure or contract for services or supplies. The Coalition reserves the right to accept or reject any or all Proposals received as a result of this request; to negotiate with all qualified sources for additional services, slots, or budget line items or to cancel in part, or in its entirety, this RFP if it is in the best interest of the Coalition. The Coalition’s Contract

Manager may require the successful Proposers selected to participate in negotiations to submit price/cost, technical, or other revisions of their Proposals in writing that may result from negotiations.

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## **SECTION 7: CONTRACT AND OTHER PROVISIONS**

### **7.1 TIED BIDS**

In the case of tied bids, the Coalition reserves the right to negotiate terms with all qualified proposers and make the award based on what it considers to be in the best interest of the Coalition.

### **7.2 CONTRACT**

The Coalition reserves the right to prepare and negotiate its own contract with the Proposer.

### **7.3 CONFLICT OF INTEREST**

The Proposer may become involved in situations in which a conflict of interest could occur due to individual or organizational activities within the Coalition. The Proposer, by submitting a Proposal, is assuring the Coalition that his/her company, and/or subcontractors, is in compliance with all Federal, State, and Local conflict of interest laws, statutes, and regulations.

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## **SECTION 8: CONDITIONS APPLICABLE TO ALL PROPOSALS**

### **8.1 ELIGIBLE PROPOSALS**

Contractors properly organized in accordance with State and Federal law, authorized to do business in the State of Florida, been in business for at least one year and if necessary, must possess any registrations or licenses required by law to provide the scope of services set forth in this RFP, may submit a Proposal for the provision of services as defined within this RFP. Small, minority-owned, women-owned, and service-disabled veteran business enterprises are encouraged to submit a Proposal.

### **8.2 FURTHER CONDITIONS**

The following conditions are applicable to all Proposals:

1. Proposals submitted after the date and time stated on the proposal timeline will not be considered. It is the Proposer's responsibility to ensure that their Proposal meets all submission requirements.
2. The Coalition reserves the right to reject any and all Proposals, in whole or in part, which it considers not to be in its best interest.
3. Non-conforming Proposals are subject to return without review; however, the Coalition reserves the right to waive informalities and minor irregularities in Proposals received.
4. The Coalition reserves the right to rescind this RFP in its entirety, if such is in the best interest of the Coalition
5. This RFP does not commit or obligate the Coalition to award a contract, to commit any funds identified in this RFP document, to pay any costs incurred in the preparation or presentation of a Proposal to this RFP, to pay any costs incurred in advance of the execution of a contract.
6. Payment for the provision of services from any contract award resulting from this RFP is contingent upon an annual appropriation by the State of Florida Legislature and availability of any and all applicable federal funds.
7. Proposers are subject to applicable equal employment opportunity and affirmative action requirements. The Coalition reserves the right to request copies of the latest Affirmative Action and Equal Employment Opportunity reports.
8. If a Proposer wishes to submit a Proposal in collaboration with other partners to provide components of the required items, only one Proposal shall be submitted. An example to demonstrate the collaboration may be in the form of a Memorandum of Understanding.
9. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.
10. By submission of this Proposal, the Proposer certifies that in connection with this Proposal:
  - a. The fees or costs in the Proposal have been arrived at independently without consultation, communication, or agreement with any other Proposer, or with any competitor for the purpose of restricting competition, as to any matter relating to such fees; and
  - b. No attempt has been made or will be made by the Proposer to induce any other person

or firm to submit a Proposal for the purpose of limiting or restricting competition.

11. Each person signing the Proposal certifies that:
  - a. He/she is the person in the Proposer’s organization legally responsible, within that organization, for the decision as to the prices or costs being offered in the Proposal and that he/she has not participated in any action contrary to 10(a) and (b) above; or
  - b. He/she is not the person in the Proposer’s organization legally responsible, within that organization, for the decision as to the prices or costs being offered in the Proposal; however, that he/she has been duly authorized in writing, with a copy attached, to act as agent for the persons legally responsible for such decision, and certifies that such persons have not participated, and will not participate, in any action contrary to 10(a) and (b) above.
12. Affirmative action in program planning, customer recruitment and placement, and staffing administration at all levels of Coalition activities shall be required to alleviate the effects of past discrimination including, but not limited to occupational segregation resulting in earnings differential between the sexes. Minority or women-owned businesses and community-based organizations are encouraged to apply when economically feasible. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration because of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief.
13. Contractors must maintain a drug-free workplace for employees.
14. All employees of the Contractor with access to data related to the Early Learning Coalition of Northwest Florida, Inc. will be considered as employees holding Positions of Special Trust and must have a minimum of a Level II background screen on file.
15. All employees of the Contractor with access to data related to the Early Learning Coalition of Northwest Florida, Inc. must sign the Florida’s Division of Early Learning Data Security agreement.

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# ATTACHMENTS

- Attachment A: Proposal Cover Page
- Attachment B: Notice of Intent to Submit a Proposal
- Attachment C: Acceptance of Contract Terms and Conditions
- Attachment D: Request for Proposal Acknowledgement Form
- Attachment E: Non-Collusive Certification
- Attachment F: Statement of No Involvement
- Attachment G: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions
- Attachment H: Sworn Statement Pursuant to Section 287.133(3) (A), Florida Statutes on Public Entity Crimes
- Attachment I: Certification Regarding Lobbying
- Attachment J: Certification Regarding Drug-Free Workplace
- Attachment K: Statement of Non-Discrimination
- Attachment L: Audit Requirements
- Attachment M: Assurances
- Attachment N: Fatal Criteria Evaluation – For Coalition Use Only
- Attachment O: Qualitative Evaluation Criteria – For Coalition Use Only

**Attachment A**

**PROPOSAL COVER PAGE**

1. Name of Organization: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Contact Person: \_\_\_\_\_
4. Title of Contact Person: \_\_\_\_\_
5. Telephone Number: \_\_\_\_\_
6. Email: \_\_\_\_\_
7. Federal Employer ID No.: \_\_\_\_\_
8. The Proposers organization operates as:  an individual,  a partnership,  a public agency (specify): \_\_\_\_\_  
 a corporation incorporated under the laws of the State of \_\_\_\_\_ other (specify): \_\_\_\_\_
9. Check to indicate if the organization is:  minority-owned enterprise,  female-owned enterprise,  service-disabled veteran enterprise
10. The Proposer's organization operates on:  not-for-profit  profit basis
11. The Proposer certifies  without exception,  with exception, as explained on the attached, that:
  - a. It has no outstanding liens, claims, debts, judgments, or litigation pending against it, which would materially affect its programmatic or financial abilities to implement and carry out its proposed program;
  - b. It has not complied with an official order of any agency of the State of Florida, or the United States Department of Labor to repay disallowed costs incurred during its conduct of projects or services;
  - c. It is current in its payment of applicable federal, state, and local taxes;
  - d. It is free and clear of any disallowed audited costs;
  - e. Its costs and pricing data submitted with this Proposal are representative of only those reasonable, allowable, and allocable costs necessary for carrying out its responsibilities;
  - f. It is authorized to submit this Proposal in accordance with the policies of its governing body;
  - g. It will comply with the audit requirements, assurances and certifications attached to this RFP.
  - h. The audit requirements, assurances, and certifications have been signed by a duly authorized representative of the organization

By my signature, I am empowered and can act on behalf of the proposing organization in submitting this proposal. If I am not the person in the Proposer's organization who is legally responsible, within that organization, for the decision as to the prices or costs being offered in the Proposal; I have been duly authorized in writing, with a copy attached, to act as agent for the person legally responsible for such decision. I certify that the information contained herein is true and correct to the best of my knowledge, and that the offer contained herein is true and correct to the best of my knowledge, and that the offer contained herein is firm and valid for a period not to exceed 90 days from this Proposal's date.

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

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

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

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

**Attachment B**

**NOTICE OF INTENT TO SUBMIT A PROPOSAL**

**NAME OF ORGANIZATION:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**TITLE OF CONTACT PERSON:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

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

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

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

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

**Attachment C**

**ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS**

If we should be awarded a Contract, we will comply with all the terms and conditions specified in the Request for Proposals and contained in the Contract.

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

\_\_\_\_\_  
**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.

**Attachment D**

**REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM**

**NAME OF ORGANIZATION:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**TITLE OF CONTACT PERSON:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

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, audit, assurance and certification requirements. The execution of this form constitutes the unequivocal offer of Proposer to be bound by the terms of its Proposal.

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

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

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

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

**Attachment E**

**NON-COLLUSIVE CERTIFICATION**

I certify this Proposal is genuine and is not a collusive or sham Proposal.

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, have in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any Proposer, firm or person to fix the price or prices in the attached Proposal or any other Proposal or to fix any overhead, profit or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through collusion, connivance, or unlawful agreement any advantage against (recipient), or any person interested in the proposed work.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its officers, partners, owners, agents, representatives, employees or parties in interest.

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

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

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

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

**Attachment F**

**STATEMENT OF NO INVOLVEMENT**

I, \_\_\_\_\_, as an authorized representative of  
\_\_\_\_\_, certify that no member of this firm nor any  
person having interest in this firm has been awarded a Contract by the Early Learning Coalition of  
Northwest Florida, Inc. on a noncompetitive basis to:

- 1) Develop this Request for Proposals (RFP)
- 2) Perform a feasibility study concerning the scope of work contained in this RFP; or
- 3) Develop a program similar to what is contained in this RFP.

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

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

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

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

**Attachment G**

**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, Proposer’s Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 – 19211).

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

---

**Signature of Authorized Representative**

---

**Date**

---

**Name (Print)**

---

**Title (Print)**

**Attachment H**

**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 to \_\_\_\_\_  
(print name of the public entity)

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

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 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.
3. I understand the “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity 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 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 under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or 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.

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 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, nor 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, nor any 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 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature \_\_\_\_\_

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

Personally know: \_\_\_\_\_

OR produced identification: \_\_\_\_\_

Type of identification: \_\_\_\_\_

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

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

\_\_\_\_\_  
(Printed typed or stamped  
Commissioned name of notary public)

**Attachment I**

**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 of a member of congress in connection with the awarding of any Federal contract, the making of a Federal grant, the making of a 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 of Authorized Representative**

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

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

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

**Attachment J**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

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

I, \_\_\_\_\_, the undersigned, in representation of \_\_\_\_\_, the Proposer, attest and certify that the Proposer will provide a drug-free workplace, by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Proposer's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
  - a. The dangers of drug abuse in the workplace.
  - b. The policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the Contract, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the 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. Provide such notice of convicted employees, including position title, to every Contract/Grant Officer on whose grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract/Grant.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended; or
  - b. 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

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

**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**

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

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

**Attachment K**

**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(20 U.S.C. 1681 et seq.)], national origin, age, disability, or political affiliation or belief.
- (3) Prohibition on assistance for facilities for sectarian instruction or religious worship.— Participants shall not be employed under this title to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
- (4) Prohibition on discrimination on basis of participant status. —No person may discriminate against an individual who is a participant in a program or activity that receives funds under this chapter, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.
- (5) Prohibition on discrimination against certain noncitizens. —Participation in programs and activities or receiving funds under this chapter shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

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

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

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

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

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

## **Attachment L**

### **AUDIT REQUIREMENTS**

As the proposer’s duly authorized representative, I certify that the Proposer shall:

#### **PART I: FEDERALLY-FUNDED AUDIT REQUIREMENTS**

This part is applicable if the Contractor is a state or local government or a non-profit organization as defined in 2 CFR §200. A web site that provides links to several Federal Single Audit Act resources can be found at: [Federal Single Audit Act Resources](#).

According to the Subpart F-Audits 45 CFR §75.501(a), non-federal entities that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part and other applicable federal regulations. Guidance on determining Federal awards expended is provided in 45 CFR Part 75.502 (2 CFR §200.502).

The Office’s Notice of Award indicates Federal resources awarded through the Coalition by this Contract. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from the Coalition.

The Contractor is responsible for submitting the Single Audit Reports and the required federal Data Collection Forms (SF-FAC) electronically to the Federal Audit Clearinghouse within the earlier of 30 days after receipt or nine months after the fiscal year’s end of the audit period.

If the Contractor expends less than \$750,000 in federal contracts in its fiscal year, a federal Single Audit is not required. If the Contractor still elects to have an audit conducted in accordance with the provisions of 2 CFR §200, then the cost of the audit must be paid from non-federal resources (i.e., the Contractor must pay the audit costs from resources obtained from non-federal and non-state entities).

#### **PART II: STATE-FUNDED AUDIT REQUIREMENTS**

This part is applicable if the Contractor is a non-state entity as defined by s. 215.97(2), F.S. – The Florida Single Audit Act. Additional information regarding the Florida Single Audit Act can be found at: [Florida Single Audit Act](#).

In the event the Contractor expends \$750,000 or more of state financial assistance in any fiscal year, the Contractor must have a state single or project-specific audit conducted in accordance with the Florida Single Audit Act; Florida Single Audit Act; Chapter 69I-5, F.A.C.; Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

The Division’s Notice of Award indicates State resources awarded through the Coalition by this Contract. In determining the State awards expended in its fiscal year, the Contractor shall consider all sources of State awards, including State resources received from the Coalition.

In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Coalition, other state agencies and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

If the Contractor expends less than \$750,000 in state financial assistance in its fiscal year, a Florida Single Audit is not required. If the Contractor still elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from non-state resources (i.e., the Contractor must pay the audit costs from resources obtained from non-federal and non-state entities).

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**Signature of Authorized Representative**

---

**Date**

---

**Name (Print)**

---

**Title (Print)**

## **Attachment M**

### **ASSURANCES**

#### **AS THE PROPOSER’S DULY AUTHORIZED REPRESENTATIVE, I ASSURE THE PROPOSER WILL COMPLY WITH THE FOLLOWING:**

1. “The Transparency Act” (as defined in 2 CFR Part 170)  
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 Contractor must report all sub- awards (as 2 CFR Part 170 defines) more than \$25,000, unless exempted. Please see the Award Term for Federal Financial Accountability and Transparency Act at the HHS ACF website.
2. Other Assurances -Miscellaneous/General Disclosure”
  - 2.1 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.
  - 2.2 Cause the required financial and compliance audits to be performed in accordance with the Single Audit Act Amendments of 1996 and 2 CFR §200 Subpart F, *Audit Requirements*, and/or s. 215.97, F.S., Florida Single Audit Act, as applicable.
  - 2.3 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.
  - 2.4 Initiate and complete the work within the applicable time frame after receiving the Contract.
  - 2.5 Administer each program covered by this Contract in accordance with all applicable laws, regulations, statutes, rules, policies, procedures and program requirements governing the program(s).
  - 2.6 Comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.
  - 2.7 Submit such reports as described in this Contract. The Contractor will maintain such fiscal and programmatic records and provide access to those records, as necessary, for those departments to perform their duties.
  - 2.8 Have/establish and maintain a proper accounting system in accordance with generally accepted accounting standards.
  - 2.9 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.
  - 1.10 Comply with the requirements in 2 CFR part 376, Non-procurement, Debarment and Suspension.
  - 1.11 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.

- 2.12 Comply with Florida’s Government-in-the-Sunshine Law (Chapter 286, F.S.), that provides a right of access to meeting of boards, commissions and other governing bodies of state and local governmental agencies or authorities.
  - 2.13 If applicable, after timely and meaningful consultation, 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.]
  - 2.14 Agree for any agreement-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, to treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively. Marriage is between two individuals validly entered into in the jurisdiction where performed. This does not apply to registered domestic partnerships, civil unions or similar formal relations recognized under state law as something other than marriage. (For further detail, see Section 3 of the Defense of Marriage Act, codified at U.S.C. 7).
  - 2.15 Not use federal funds awarded under this Contract to be used for construction or the purchase of land.
3. Restrictions on Funding ACORN  
To comply with P.L. 111-117, the Contractor may not distribute federal funds made available under this Contract to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, the Contractor may not provide federal funds to any covered organization as House of Representatives (H.R.) 3571, the Defund ACORN Act, defines.
  4. Immigration Status  
The Contractor certifies that it agrees to comply with the provisions of s. 432 of the Personal Responsibility and Work Opportunity Reconciliation Act (42 U.S.C. Part 1611) ensuring that only individuals eligible for CCDF services receive them.
  5. Standards of Conduct  
The Contractor certifies that it shall comply with the provisions 45 CFR §75.327 (also 2 CFR §200.318), *General procurement standards*, regarding standards of conduct. It will establish safeguards, written policies and training procedures 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.
  6. 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 the aggregated amount of funds awarded under this Contract is in excess of \$100,000, the 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.

## 7. Conflicts of Interest

7.1 Pursuant to 2 CFR §200.318, *General procurement standards*, the Coalition must maintain oversight to ensure Contractors perform scoped services in accordance with minimum standards or conduct.

7.1.1 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.

7.1.2 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.

7.1.3 The Contractor's written standards of conduct must also address the performance of employees engaged in the selection, award and administration of contracts.

## 8 Related Party Contracts

8.1 Pursuant to state statute and Coalition instructions (s.1002.84(20), F.S.); the Contractor shall provide the Coalition 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 the state statute and Coalition instructions (s. 1002.84(20), F.S.).

8.1.1 Any governing board member(s) benefitting from Contractor contract(s) must disclose in advance the conflict of interest and must abstain from the vote process.

8.1.2 The impacted individual must complete the necessary conflict of interest disclosure forms.

8.1.3 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.

8.1.4 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 Coalition's prior approval.

8.1.5 The Contractor does not have to obtain Coalition's prior approval for contracts below \$25,000.

8.1.6 However, the Contractor must adequately disclose and properly report and track such contract activity.

8.1.7 The Contractor shall report such contracts to the Coalition within 30 days after receiving approval from the governing board.

## 9. Contract Work Hours and Safety Standards Act

9.1 Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$100,000 to address 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.

9.2 The Contractor shall compute wages on a 40-hour week schedule and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous or dangerous conditions or surroundings.

9.3 These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

10 Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)

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

10.2 This provision applies to agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities.

10.3 The Contractor, its subcontractor, 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 Contractor shall report all suspected or reported violations to DEL.

11 Davis-Bacon Act, as amended (40 U.S.C. 276a, et. Seq.)

11.1 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 U.S.C. 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).

11.2 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.

11.3 Contractors shall be required to pay wages not less than once a week.

11.4 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.

11.5 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) 1,3,5,6,7.

12 Equal Employment Opportunity (EEO)

The Contractor certifies that it is in compliance with E.O. No. 11246, Equal Employment Opportunity (30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 comp. p. 339), September 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of October 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.*

### 13 Procurement of Recovered Materials

- 13.1 Pursuant to 2 CFR §200.317, Procurements by states, and 200.322, Procurement of recovered materials, the Contractor will comply with the following requirements of section 6002 of the Solid Waste Disposal Act.
- 13.2 Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
- 13.3 Procure solid waste management services in a manner that maximizes energy and resource recovery; and
- 13.4 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 Procurement Guidelines website,  
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.  
The list of EPA-designated items is available at  
<https://www.epa.gov/greenerproducts/identify-greener-products-and-services>.
- 13.5 In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in the Environmental Protection Agency (EPA) guidelines at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion unless the Contractor determines that such items:
  - 13.5.1 Are not reasonably available in a reasonable period of time;
  - 13.5.2 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
  - 13.5.3 Are only available at an unreasonable price.
- 13.6 Paragraph 13.5 of this clause shall apply to items purchased under this Contract where:
  - 13.6.1 The Contractor purchases in excess of \$10,000 of the item under this Contract; or
  - 13.6.2 During the preceding Federal fiscal year, the Contractor:
    - (1) 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
    - (2) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

### 14 Procurements and Other Purchases

The Contractor must comply with federal/state procurement requirements. State procurement instructions are described in ss. 215.971, 287.057, and 287.055, F.S. The Contractor 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.

15 Purchase of American-made Equipment and Products

The Contractor shall, with funds made available by this Contract, to the greatest extent practicable purchase all American-made equipment. (P. L. 103-333, the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995, §507).

16 Reporting of Matters Related to Recipient Integrity and Performance

Unless exempt from these requirements per OMB guidance at [2 CFR Appendix XII, Part 200](#), the Contractor shall maintain current information reported to the System for Award Management (SAM) as described below. Portions of these data disclosures about civil, criminal or administrative proceedings are also made available in the Federal Awardee Performance and Integrity Information System (FAPIIS) and the Coalition is required to review and consider this and other publicly available information to evaluate/review risk related to the Contractor's integrity, business ethics, and record of performance under federal awards in accordance with 45 CFR §75.331(b) (also 2 CFR §200.331(b)), Requirements for pass-through entities.

17 System for Award Management (SAM)

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

- 17.1 Be registered in SAM prior to entering into this Contract or submitting an application or proposal by a federal awarding agency.  
SAM information can be found at:  
<https://www.sam.gov/portal/public/SAM/>.
- 17.2 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
- 17.3 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

18 Trafficking Victims Protection Act of 2000 – (TVPA)

[Human Trafficking Requirements](#) are hereby adopted and incorporated herein by reference as if fully set forth herein. (22 U.S.C. 7104(g), as amended)

19 Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

20 Assurances - Non-construction Programs

Required by OMB Standard Form SF 424 B.

Note – Certain of these assurances may not be applicable to the Contractor.

Please contact the Coalition with questions.

**21 Assurances - Construction Programs**

Required by OMB Standard Form SF 424 D.

Note – Certain of these assurances may not be applicable to the Contractor.

Please contact the Coalition with questions.

By the signature on this page, the Proposer assures that it will comply with the above assurances and provisions in the performance of services under any Contract award resulting from this RFP.

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

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

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

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

**Attachment N**

**FATAL CRITERIA EVALUATION – FOR COALITION USE ONLY**

\*\*\*This attachment is completed by the Evaluation Committee or Coalition staff at the direction of the Evaluation Committee\*\*\*

The fatal criteria consist of an initial screening of a series of pass or fail questions that ensure respondents meet certain compliance items. Proposals that are incomplete or do not satisfactorily address each requirement may be disqualified.

**NAME OF ORGANIZATION:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**TITLE OF CONTACT PERSON:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**FATAL CRITERIA CHECKLIST**

1. Was the Proposal received by the time and date specified in the RFP?  <b>Date:</b> _____ <b>Time:</b> _____	YES _____	NO _____
2. Was the Proposal received via email by the time specified in the request for proposals?	YES _____	NO _____
3. Does the response include the federal tax identification number of the Proposer?	YES _____	NO _____

<p>4. Were the mandatory attachments included in the response?</p> <p>Attachment A: Proposal Cover Page                  Attachment C: Acceptance of Contract Terms and Conditions                  Attachment D: Request for Proposal Acknowledgement Form                  Attachment E: Non-Collusive Certification                  Attachment F: Statement of No Involvement                  Attachment G: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions                  Attachment H: Sworn Statement Pursuant to Section 287.133(3) (A), Florida Statutes on Public Entity Crimes                  Attachment I: Certification Regarding Lobbying                  Attachment J: Certification Regarding Drug-Free Workplace                  Attachment K: Statement of Non-Discrimination                  Attachment L: Audit Requirements                  Attachment M: Assurances</p>	<p>YES _____</p>	<p>NO _____</p>
<p>5. Was the Proposal format followed?</p>	<p>YES _____</p>	<p>NO _____</p>
<p><b>DID PROPOSAL MEET ALL FATAL CRITERIA?</b></p>	<p>YES _____</p>	<p>NO _____</p>
<p><b>Evaluation Committee member(s) or Coalition staff performing initial review of submitted Proposals and completing the Fatal Criteria Checklist:</b></p> <p>(1) _____</p> <p>(2) _____</p>		

**Attachment O**

**QUALITATIVE EVALUATION CRITERIA - FOR COALITION USE ONLY**

\*\*\*This attachment is completed by the Evaluation Committee

The qualitative evaluation criteria, assigns a point value to a series of questions that ensures the respondents have satisfactorily addressed each requirement in their ability to perform the statement of work.

The evaluation process is designed to assess the Proposer’s ability to meet the Coalition requirements and to identify those Proposer’s likely to satisfy those requirements. The evaluation process will be conducted in a thorough and impartial manner.

The Evaluation Committee will rate Proposers, who in their judgment, best meet the needs and requirements of the Coalition. While price is an important factor in selecting a Proposer for an award, other factors in the competitive process will be considered and may take precedence over price. Those factors may include: quality of service offered, operating characteristics, technical innovations, administrative capability, size of organization, customer service, previous experience in providing the same or similar services, and the ability to achieve the deliverables as specified in section 3. The Coalition’s Board of Directors, in its sole discretion, may elect not to award a contract to any Proposer under this solicitation. Proposer(s) may be selected for further evaluation in the context of an oral presentation, in-person interview, conference calls, or a combination of the foregoing. References may be checked and background checks may be performed to verify information submitted in the Proposals.

The Evaluation Committee will make recommendations to the full Coalition Board, which shall make the final decision on approval of Proposals. Proposals that are approved by the Coalition’s Board will be eligible for contract negotiation subject to the availability of funds. The approval of the Coalition’s Board provides approval for only the Contractor’s concept and the total funding amount that may be contracted. It does not provide approval for any unit cost(s) or for any specific terms and conditions. Representatives of the Proposer and the Coalition staff will negotiate these details after a full review and discussion of the proposed services and costs.

**NAME OF ORGANIZATION:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**TITLE OF CONTACT PERSON:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**Proposer Qualifications and Understanding of Work to be Performed:**

<b>Criteria</b>	<b>Maximum Points</b>	<b>Points</b>
Prior experience auditing nonprofit organizations with an emphasis in funding by both the State of Florida and the Federal Government	<b>25</b>	
A description of staff qualifications including resumes including prior experience and the amount of overall supervision to be exercised of staff	<b>20</b>	
Proposer provides organization size and structure with the ability to complete the work as described by the time frame identified	<b>15</b>	
Proposer shows an understanding of work to be performed with an estimated number of hours to perform required services	<b>25</b>	
Overall price for work to be performed	<b>15</b>	

**Comments:**

**POINTS AWARDED (Maximum is 100)**

POINTS \_\_\_\_/100

**I have independently reviewed and scored this proposal**

\_\_\_\_\_  
**Signature of Reviewer**

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

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

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