



March 13, 2026

Prospective Proposers

RFP 2026-01: Information Technology Support Services

Addendum #2

This addendum is considered to be part of RFP Number 2026-01. All other terms of the RFP remain unchanged and in effect. This addendum is intended to provide additional information and/or to change requirements in the above referenced RFP.

1. Information requests have been submitted for the following documents that are included with this addendum as attachments:

- a. Current IT Contract – See **Attachment A**
- b. Previous winning proposal – See **Attachment B**
- c. Scoring sheets for previous IT RFP – See **Attachment C**

2. What IT company currently provides managed services to the ELCNWF? How long have they provided managed services?

Response: Inspired Technologies of North Florida, Inc. They have provided managed services since 2017.

3. What costs did the ELCNWF incur for the previous two years for IT managed services?

Response: July 1, 2023-June 30, 2024: \$96,000

July 1, 2024-June 30, 2025: \$100,800

4. What brand/model, in general, are the servers and workstations? Are they under current warranty from the manufacturer?

Response: No servers. All endpoints are Dell with a couple of MS Surface Pro devices. There are endpoints with expired manufacturer warranty.

5. Which Hypervisor, if any, is utilized for the server infrastructure?

Response: No hypervisors in use.

6. What server and workstation operating systems are currently in use?

Response: MS Windows 11

7. Are all servers on premises?

8. **Response:** No servers in use, no servers on premises.

9. What brand/models for network switches, firewalls, and wireless access points does ELCNWF utilize?

Response:

- Palo Alto PA-440 Firewall
- Cisco ASA
- Ubiquity UAP-AC-Pro AP
- U6-Pro AP
- Cisco WS-C2960S-24PS-L
- Cisco 2960X

10. Does the ELCNWF utilize MFA to log to log into desktop computers?

Response: Not at desktop login. MFA required for VPN and 365 app access.

11. What email filtering service does ELCNWF currently use?

Response: MS 365 Defender

12. What backup solution is currently in use? Are backups being copied to an offsite/cloud storage?

Response: Datto SaaS is used for M 365 backups. Environment is serverless. No backups for endpoints.

13. What are the primary line of business applications ELCNWF is currently utilizing?

Response:

- Guest VPN / MIP Access
- SAGE / MIP Accounting
- Microsoft 365 / Exchange
- SharePoint / Teams
- ServicePoint / WellSky

- Teaching Strategies GOLD
- ASQ Enterprise
- Landrum Timekeeping
- MySidewalk
- QPS
- Nextiva

14. What solution does ELCNWF utilize to allow authorized users to access network resources remotely?

Response: Global Connect VPN

15. What is the primary wireless solution being utilized?

Response: Ubiquity UniFi Cloud Key managed APs

16. In 2.9 of the RFP (Evaluation Process), you mention a 10-page limit, but we don't see that requirement under proposal instructions or anywhere else in the RFP. Does this limit still apply, and if so, are the cover, title page, table of contents, and required forms exempted from those 10 pages?

Response: The ten-page limit applies to section 3.2 Proposer's Technical Qualifications. Any attachments requested in this section do not count towards the page limit (i.e. state license, minority business enterprise certification, etc.). We primarily ask that you keep this page limit in mind when drafting your plan to meet the scope of work.

17. In 3.2, item 4, you ask for "Credentials and experience of the Proposer's administrative, human resources, and risk management staff." Could you please clarify the level of detail to be included, whether you'd like this information by person or a general staff description, and how you define "risk management staff"?

Response: Please provide the credentials and experience information for each person that would be performing services under a contract, if awarded. This could be the CEO, COO, Network staff, help desk staff, etc. You may disregard the risk management staff.

18. Approximately how many users currently require IT support? By location?

Response: There would be approximately 48 individual users with some being fully remote, some in office, and some being a hybrid of remote and in office. The following is list of users by location:

- Fully remote: 42
- Hybrid: 5 (2 in Marianna office and 3 in Panama City office)
- In office: 1 (in Marianna office)

19. Approximately how many of the following devices are in use across the Coalition?

Response:

- Desktop computers: ~40
- Laptop computers: ~40
- Tablets: 5-6
- Mobile devices (are they company owned devices or personal?): 49 company owned devices.
- Servers: 0

20. If available, could you provide the approximate number of Microsoft/Office 365 users and license types currently in use?

Response:

- Exchange Online: 2
- MS 365 Business Basic: 6
- MS 365 Business Premium: 47
- MS Defender for Office 365: 2
- MS Entra P1: 2
- MS Teams Audio Conference: 3
- Office 365 E3: 2
- Visio: 1

21. For each of the Coalition's three office locations referenced in the RFP, could you share approximate counts (and models, age, if available) for the following network equipment?

Response:

- a. Network switches:
 - i. Panama City: 2
 - ii. Marianna: 1
 - iii. Chipley: 1
- b. Firewalls: 1 for each location.
- c. Routers: 1 in Panama City
- d. Wireless access points:
 - i. Panama City: 2
 - ii. Marianna: 1

22. How would the Coalition describe its current network connectivity across the three locations?

Response: Sites each have public routable IP from ISP and site-to-site VPN between locations.

23. Could you provide the number of internet circuits and service providers for each location?

Response: Panama City office has Comcast business copper. Marianna office has Uniti fiber dedicated line. Chipley office has internet provided by the county.

24. Approximately how many VoIP phones or extensions are currently in use? How many are physical phones compared to apps on mobile devices?

Response: There are currently 50 VoIP lines assigned on our Nextiva account with 30 numbers and 25 devices.

25. Are phone services currently fully provided through Nextiva, or are there any additional carriers or services involved?

Response: All phone services are provided through Nextiva.

26. Is the Coalition generally satisfied with the current phone service, or are any changes being considered during the contract term?

Response: No changes are anticipated at this time.

27. How many phone lines/DIDs are in use today?

Response: 49 users with assigned extensions and 23 DIDs

28. What type of DID support is needed?

Response: Support is provided by VoIP provider, Nextiva

29. Are there currently any auto-attendants or call queues that handle calls?

Response: We only have one auto-attendant and no call queues set up currently.

30. Approximately how many physical server hosts are currently in use? Can you provide age and model for each?

Response: None

31. Approximately how many virtual machines are running in the environment?

Response: None

32. What is the approximate data footprint currently under management (total TB)?

Response: None

33. Are any systems or workloads hosted in Azure or other cloud platforms?

Response: 365 Office suite and Azure Identify/Intune services. No server workloads.

34. What endpoint protection platform is currently deployed?

Response: SentinelOne with centralized management.

35. Are firewall security subscriptions currently active and maintained?

Response: Yes

36. Do you have Active Directory?

Response: Entra only

37. Could you please confirm:

- a. The current backup platform in use and approximate amount of data under backup protection.
- b. Whether any changes to the backup solution are anticipated during the contract term.

Response:

- A: Datto SaaS for MS 365 Backups (OneDrive). No server workloads to back up. Endpoints are not backed up.
- B: No

38. For budgeting purposes, does the Coalition prefer proposers to submit a fixed annual managed services fee, or may pricing be structured based on user or device counts with adjustment provisions if the environment size changes during the contract term?

Response: We prefer a fixed annual managed services fee that is billed monthly.

39. Should larger project work hours (for example major upgrades, migrations, or infrastructure replacements) need to be included in the annual service fee, or quoted separately as needed?

Response: Larger project work hours should not be included in the annual service fee. These projects can be discussed between vendor and ELCNWF management with the additional cost, if any, to be quoted separately.

40. Could you provide the names (or approximate number) of third-party service providers or hosted platforms that the selected contractor will likely need to coordinate with (for example telecom providers, internet service providers, hosted applications, cloud services, etc.)?

Response:

- Telecom: Nextiva (VoIP lines) and Verizon (mobile lines)
- Internet: Comcast (Panama City) and Uniti (Marianna and Chipley)
- Cloud: Abila/MIP (accounting system)
- Printers/copiers: Copy Products Company
- Website: Gorgeous RFP, LLC
- Domains: GoDaddy
- Chatbot/FIN Agent: Intercom
- Security: ADT
- ATT: Toll free number

Please note that this may not be an all-inclusive list.

41. Inventory list of equipment:

- a. Manufacturer
- b. Model
- c. Serial Number

Response: Detailed hardware inventory details will be shared at a later stage of the process.

42. Is all the hardware up to date with manufacture support?

Response: Most covered hardware is up to date, but some laptops and desktops may be past their 3-year manufacture support warranty. Some endpoints are out of manufacturer warranty.

43. Count of servers, workstations, firewalls, switches, wireless access points, switches, desk phones, mobile phones, etc.

Response: See questions and answers to 19, 21, and 24.

44. VoIP Provider and Plan – Nextiva (which model)

Response: NextivaOne platform is the service provider. Phones are Cisco or generic VOIP SIP phones.

45. Inventory of software – currently used applications

Response:

- Office 365 Suite (Outlook, Excel, Word, Visio, etc.)

46. Physical address of offices

Response: 1) 4636 Hwy. 90 E., Suite P, Marianna, FL 32446

2) 3009 Hwy. 77, Suite F, Panama City, FL 32405

3) 757 Hoyt St., Bldg. 8, Chipley, FL 32424

47. Define “Emergency” – Many emergencies can be handled remotely which would cut down on cost.

Response: Emergency is defined as any event that causes critical systems to go down and causes work stoppage of mission essential functions.

48. Define 2-hour Response Time – is this acknowledgement and communication of plan?

Response: This means initial acknowledgment and communication of plan and could also include in route to provide onsite support if required.

49. Define 24-hours Resolution of Emergency.

Response: Critical systems within the vendors control are back online.

50. Are travel charges between sites?

Response: Yes, travel charges are between sites.

51. Do you require on site support M-F 9-5?

Response: No. Most issues can be handled remotely; however, an onsite visit to an office may be requested from time to time to address specific issues that can only be addressed in person.

Attention to all proposers, if you have already submitted your proposal, you may augment your response via addendum, as necessary.

Thank you for your interest in this proposal.

Sincerely,

A handwritten signature in black ink that reads "Micaylee Clayton". The signature is written in a cursive, flowing style.

Micaylee Clayton

Grants & Contracts Specialist



**Attachment A:
Current Contract**

**EARLY LEARNING COALITION OF NORTHWEST FLORIDA, INC.
INFORMATION TECHNOLOGY SUPPORT SERVICES
CONTRACT #ELCNWFL 009
STANDARD CONTRACT**

THIS CONTRACT (the "Contract") is between the Early Learning Coalition of Northwest Florida, Inc., (hereinafter the "Coalition") and Inspired Technologies of North Florida, Inc. dba Inspired Technologies, Inc., (hereinafter the "Contractor"), each individually a "Party" and collectively the "Parties."

WHEREAS, the Coalition is a subrecipient of the state of Florida Division of Early Learning ("DEL") Grant Agreement. DEL is the designated Lead Agency for the state of Florida, which is the recipient of a Child Care and Development Block Grant (CCDBG) pursuant to 45 Code of Federal Regulations (CFR) part(s) 98 and 99, which is a primary funding source for the School Readiness Program (SR, SR Program); and

WHEREAS, DEL is charged with providing oversight and administration of the SR Program, including the Child Care Resource and Referral (CCR&R) network and the SR Match Program, as well as responsibility for oversight and administration of the state's Voluntary Prekindergarten Education Program (VPK, VPK Program); and

WHEREAS, the Coalition is a statutorily-created entity designated with the responsibility of administration and implementation of a local comprehensive program of SR program services and the local administration of the VPK program; and

WHEREAS, DEL is designated as the responsible entity for execution, oversight and management of the State's Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) and American Rescue Plan (ARPA) award, which provides emergency funding assistance for early learning providers, their staff and families affected by the Coronavirus Pandemic; and

WHEREAS, DEL is designated as the responsible entity for execution, oversight and management of the State's Preschool Development Grant Birth through Five (PDG B – 5) award, which provides funding for improving data-driven systems coordination, increasing family access and engagement and creating a high-quality comprehensive early childhood education system; and

WHEREAS, the Parties desire to enter into the Contract pursuant to which the Contractor will provide the commodities or contractual services hereafter described;

NOW THEREFORE, in consideration of the premises set forth herein, the Parties agree as follows:

A. Subrecipient and Contractor Determination

The Coalition has reviewed the criteria pursuant to 2 CFR § 200.330, *Subrecipient and Contractor determinations*, and determined Inspired Technologies of North Florida, Inc., is a contractor for the purposes of this contract. The Contractor acknowledges it is subject to federal audit requirements as specified in 2 CFR §200 Subpart F, *Audit Requirements*, and Florida Single Audit Act, s. 215.97, Florida Statutes (F.S.), as appropriate and shall be subject to monitoring and audit conditions and requirements as set forth in Exhibit III.

B. Percentage of Funding from Federal and State Sources

The Coalition receives 100% of public support funding from the DEL. The funding received from DEL is derived from both federal and state sources. The percentage of public support funding to facilitate this Contract will be 70% derived from federal sources and 30% derived from the State of Florida.

C. Type of Contract

The Contract shall be a fixed price Contract.

D. Contract Documents

The Contract consists of the following documents:

1. Standard Contract
2. Exhibit I – Special Conditions
3. Exhibit II – Scope of Work
4. Exhibit III – Audit Requirements
5. Exhibit IV – Assurances and Certifications

General Contract Conditions (PUR 1000) are hereby incorporated by reference as if fully set out herein. Promulgated by the State of Florida, Department of Management Services, (hereinafter "DMS") the PUR 1000 is required by s. 287.042(12), F.S. and Rule 60A-1.002(7), Florida Administrative Code (hereinafter "F.A.C."). The term "Customer" referred to in the PUR 1000 is DEL and/or Coalition.

E. Incorporation of Florida Contract Provisions

The general contracting document provisions of s. 287.058, F.S., and s. 215.971, F.S., as applicable, are hereby adopted and incorporated by reference as if fully set forth herein.

F. Compliance with Applicable Laws and Regulations

The Contractor shall comply with applicable Federal and State Laws and regulations, including any revision to those laws and regulations made after the execution of this Contract (notification will be provided in writing to the Contractor), in the course of performing services under this Contract.

G. Effective Date

This Contract shall be effective on July 1, 2023 or the date on which the last party has signed the Contract, whichever is later.

H. Ending Date

This Contract shall end on June 30, 2026, unless the Contract is terminated earlier, extended or renewed as provided herein.

I. Payment and Fees: No Coalition Obligation Before Starting Date or After Ending Date

The Coalition shall not be obligated to pay for costs incurred related to the Contract prior to its effective date or after its ending date.

J. Extension

Subject to agreement by the parties, extension of the Contract shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. There shall be only one extension of the Contract unless the failure to meet the criteria set forth in the Contract for completion of the Contract is due to events beyond the control of the Contractor.

K. Renegotiation due to Changes in Federal or State Law, Rules, or Regulations

The parties agree to negotiate changes to the Contract if Federal or State revisions of any applicable laws or regulations make changes in the Contract necessary.

L. Renegotiation or Modification

Contract provision modifications shall be only valid when they are in writing and all parties have duly signed and dated them.

M. Contract Manager

The contract manager is responsible for enforcing performance of the Contract terms and conditions and serves as a liaison between the Coalition and the Contractor.

Contract Manager for the Contractor

Name:	David Wright
Title:	COO
Address:	3058 Highland Oaks Terrace, Tallahassee, FL
Zip Code:	32301
Office Phone:	850-402-3704
E-mail Address:	dwright@inspired-tech.net

Contract Manager for the Coalition

Name:	Chelsea Ranew
Title:	Procurement and Grant Manager
Address:	4636 HWY 90, Suite M Marianna, FL
Zip Code:	32446
Office Phone:	(850) 747-5400 ext. 204
E-mail Address:	chelsea.ranew@elcnwf.org

N. Change in Contract Managers

In the event any party designates different contract managers after the execution of the Contract, notice of the foregoing information for the new contract manager will be transmitted by email or sent in writing to all parties within two (2) weeks of change in contract manager and said notification will be attached to copies of the contract.

O. Notices

All notices or communications that are required under this Contract shall be in writing to either Party by the other and shall be delivered personally, sent by courier, U.S. registered or certified mail, postage prepaid or transmitted via facsimile or electronic mail addressed to such party at the addresses stated above, and shall be deemed given on the date so delivered.

P. Request for Proposal

The Contractor's reply to the Request for Proposal RFP 2023-01 Information Technology Support Services, which by reference, is hereby incorporated into this contract.

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SIGNATURE PAGE

In consideration of the mutual covenants set forth above and in exhibits hereto, the Parties have caused to be executed this Contract by their undersigned officials duly authorized. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

FOR INSPIRED TECHNOLOGIES OF NORTH FLORIDA, INC.

David Wright

Jun 7, 2023

Signature of Authorized Official

Date

David Wright

COO

Name (Print)

Title (Print)

FOR THE EARLY LEARNING COALITION OF NORTHWEST FLORIDA, INC:


Suzan Gage (Jun 7, 2023 17:14 CDT)

Jun 7, 2023

Signature of Authorized Official

Date

Suzan Gage

Executive Director

Name (Print)

Title (Print)

**EXHIBIT I
SPECIAL CONDITIONS**

A. Conduct of Business – Federal/State Laws Govern

State of Florida laws applicable to contracts implemented and wholly performed within the state shall construe and govern the Contract for all purposes. The judiciary system of the State of Florida shall determine all disputes, claims or any other matters. The venue of any and all actions pertaining to this Contract shall be in Bay County, Florida.

B. Order of Precedence in the Event of Conflict in Terms

If there is any conflict between the provisions in the Contract and the standards the CCDF State Plan sets forth and federal and state law, resolution will occur in the following order of priority. If a lower priority law contains a stricter requirement, the stricter requirement prevails.

1. Federal law
2. State law
3. The Contract
4. The CCDF State Plan

C. Relationship of Parties (Independent Contractor Status)

In the Contractor's performance of its duties and responsibilities under the Contract, it is mutually understood and agreed that the Contractor is at all times acting and performing as an independent Contractor. The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Coalition. The Coalition is not bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. Nothing in the Contract is intended to or shall be deemed to constitute a partnership or joint venture between the parties. The Contractor agrees to include this provision in all of its subcontracts under this Contract.

D. Background Screening

"Qualified Entity", as defined in s. 943.0542, F.S., means a business or organization, whether public, private, operated for profit, operated not-for-profit or voluntary, which provides care or care placement services, including a business or organization that licenses or certifies others to provide care or care placement services. Any subrecipient or contractor who meets the definition of "Qualified Entity" as defined in s. 943.0542, F.S., shall:

1. The entity shall register with the Florida Department of Law Enforcement (FDLE). The entity shall have all employees assigned to work on this Contract screened in a manner consistent with s. 943.0542, F.S.
2. The entity shall have written policies that include the requirements detailed in this section.
3. The entity shall require any subrecipient, contractor, or subcontractor it retains that also meets the definition of qualified entity to likewise register and have all of the employees it assigns to work under the terms of this Contract screened in a manner consistent with s. 943.0542, F.S. The entity shall ensure that background screening of subcontractors is complete prior to providing services under the Contract.
4. The entity shall obtain the following documentation for new employees prior to their first day of employment. For monitoring and audit purposes, the entity shall maintain on file verification for all personnel and any subrecipient or contractor's personnel, if applicable and unless excluded as described below, assigned to work on this Contract:
 - a. Documentation the individual complies with the background screening standards set forth in s. 435.04, F.S.
 - b. The highest level of education obtained claimed, if the position requires
 - c. All applicable professional licenses claimed, if the position requires
 - d. All applicable employment history, if the position requires
 - e. To be complying, employee background screenings must be from no earlier than five (5) years before the Contract's effective date
 - f. The entity shall update the background screening every five (5) years on or before the anniversary date of the prior background screening check and thereafter if the individual continues performing under this Contract.

- g. The entity shall repeat the background screening if there is a ninety (90) day lapse in employment from working on this Contract. The entity shall rescreen the person before assigning the person to this Contract.
 - h. The entity shall arrange for and pay all the costs for employee background screenings
 - i. The entity shall require each employee it assigns to this Contract to notify the entity within ten (10) calendar days of being arrested for any criminal offense.
 - j. The entity shall review the alleged offense within 48 hours of notification, determine if the offense is one that would exclude the employee under a Level 2 screening and, if so remove the employee from work on this Contract.
 - k. The entity shall not permit the employee to return to work on this Contract until cleared of all charges.
 - l. The Coalition shall require its subrecipient or contractor to:
 - i. Notify the Coalition within ten (10) calendar days of an employee being arrested or removed from working on the Contract for any criminal offense.
 - ii. Review the alleged offense within 48 hours, determine if the offense is one that would exclude the employee under a Level 2 screening and, if so remove the employee from work on this Contract.
 - iii. Not permit the employee to return to work on this Contract until cleared of all charges.
5. Any subrecipient, contractor or subcontractor who does meet the definition of "Qualified Entity" but who/has staff that will perform duties under contract with the Coalition and are permitted access to a child care location while children are present, or who will have access to confidential information about the children in care or their family shall comply with all of the above.
 6. Any subrecipient, contractor or subcontractor who does meet the definition of "Qualified Entity" but who/has staff that will perform duties under contract but will have absolutely no interaction with nor be present around a child in care nor will they have access to any confidential information about the children in care or their family is not required to submit its employees to a background screening.
 7. Written policies may exclude reference to subrecipient, contractor or subcontractor if not applicable. However, if an entity contracts with a subrecipient, contractor or subcontractor during the term of this Contract then policies should be updated to include reference.

E. Accessible Electronic Information Technology

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

F. Assignments

Coalition shall at all times retain the ability to assign or transfer its rights, duties or obligations under the Contract to another state of Florida governmental agency; in the event that this occurs, Coalition shall give prior written notice to the Contractor. The Contractor agrees not to assign the responsibility for the Contract to another party without the Coalition's express written approval. The Contractor agrees to notify Coalition prior to changing its early learning programs service delivery provider, if applicable. In the event Coalition or a state of Florida agency approved the Contractor's transfer of obligations, the Contractor retains responsibility for all contract-related work and expenses. In addition, the Contract shall bind the Contractor's successors, assigns and legal representative to any legal entity that succeeds Coalition's obligations. The Contractor's agreements and contracts with subrecipients must contain this Contract's special conditions and audit requirements. The Contractor's agreements with subrecipients shall only include applicable scope of work provisions of this Contract.

G. Breach of Security/Confidentiality

As defined in Chapter 282.0041, F.S., "Security Incident" means a violation or imminent threat of violation, whether such violation is accidental or deliberate, of information technology security policies, acceptable use policies, or standard security practices. An imminent threat of violation refers to a situation in which the state agency has a factual basis for believing that a specific incident is about to occur.

As defined in Chapter 501.171, F.S., "Breach of Security" means unauthorized access of data containing personal information. Good faith access of personal information by an employee or agent of the Contractor does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the Contract or subject to further unauthorized use.

As defined in Chapter 282.0041, F.S., "Breach" means a confirmed event that compromises the confidentiality, integrity, or availability of information or data.

1. The Contractor agrees to comply with s. 501.171, F.S. related to the security of confidential personal information and understands that the Contractor for this purpose will be considered a third party agent as referenced in this statutory section.
2. The Contractor shall immediately notify the Coalition and the DEL's Inspector General and Information Security Manager of any Security Incident or Breach of Security of which it becomes aware by its employees, subcontractors, agents or representatives. Notwithstanding requirements of s. 501.171(3), F.S., within 24 hours of the incident the Contractor shall provide written notification to the Coalition and DEL's Inspector General and Information Security Manager that identifies:
 - a. The nature of the unauthorized use or disclosure,
 - b. The confidential information used or disclosed,
 - c. Who made the unauthorized use or received the unauthorized disclosure
 - d. What the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
 - e. What corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
 - f. The Contractor shall provide any additional information, including a full written report, as reasonably requested by the Coalition.
3. If the Coalition, at its sole discretion, determines that the Contractor has failed to comply with any confidentiality provision of this Contract, or determines that prompt and satisfactory corrective action has not occurred, the Coalition has the unilateral right to suspend the Contract until it is satisfied that corrective action has been taken, or terminate the Contract. If this Contract is terminated, the Contractor must immediately surrender to the Coalition all confidential information and copies thereof obtained under the Contract and any other information relevant to the Contract.
4. The Contractor understands and agrees that all reasonable fees and cost necessary for the Coalition to remedy any breach of confidentiality due to the conduct of the Contractor, including its employees, subcontractors, agents, affiliates, or any individual within the control of the Contractor, shall be the responsibility of the Contractor. The Contractor shall cooperate in the defense and settlement of such claims. The obligations of this section shall survive the expiration of this Contract.
5. The Contractor understands and agrees to the confidentiality and security provisions of this Contract regarding the requirements to safeguard the confidentiality of the information which is the subject of the Contract, and which is considered a material condition of the Contract. In the event that requirements to safeguard the information, unauthorized disclosure of the information, or the confidentiality of the information are compromised in any way, the Contractor will be subject to penalties as follows:
 - a. Criminal Penalties: The Contractor including its employees, agents, contractors, subcontractors, affiliates or any individual that breaches the confidentiality requirements of this Contract are subject to any state or federal criminal sanctions provided by law, including, but not limited to penalties as provided for in s. 119.10, F.S., the Florida Computer Crimes Act (s. 815.04, F.S.) or any other applicable state or federal laws or regulations
 - b. Civil Remedies: In addition to criminal sanctions, the Contractor including its employees, agents, contractors, subcontractors, affiliates or any other individual who breaches the confidentiality requirements of this Contract or applicable laws are subject to any and all civil remedies available to the Coalition and the state of Florida.

H. Contingency Statement/Funding Availability/Annual Appropriation

The Coalition's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. In the event funds become unavailable, are withdrawn or redirected by federal/state program funders, the Coalition may terminate the Contract upon no less than twenty-four (24) hours written notice to the Contractor. In the event the Contract is terminated for lack of funding, the Coalition shall pay the Contractor for documented and verifiable costs reasonably incurred to the extent such funds are appropriated and available for the Contract's scoped transaction(s). The Coalition shall be the final authority as to the availability of appropriated funds.

I. Cooperation with Inspector General Investigations

Pursuant to s. 20.055(5), F.S., the Contractor and any subcontractor(s) used to provide the scoped goods/services understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for five (5) years after the expiration date of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer.

The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other Contract between the Contractor and the Coalition which result in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees.

J. E-Verify

In accordance with Executive Order 11-116 (applies to contracts of more than \$3,000), the Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://www.uscis.gov/e-verify>, to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified. Failure to do so shall be cause for Coalition to unilaterally cancel this Contract. The Contractor shall also include a requirement in related subcontracts that the subcontractors performing work or providing services to the Contract shall utilize the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the Contract term.

The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Coalition.

K. Florida Abuse Hotline Reporting

In compliance with s. 39.201, F.S., any employee of the Contractor or its subcontractors shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE) if the employee knows or has reasonable cause to suspect any of the following circumstances:

1. That a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare or that a child is in need of supervision and care has no parent, legal custodian, or responsible adult relative immediately known and available to provide supervision and care; or,
2. That a child is abused by an adult other than a parent, legal custodian, caregiver, or other person responsible for the child's welfare; or,
3. That a child is the victim of childhood sexual abuse or the victim of a known or suspected juvenile sexual offender.

L. Force Majeure and Notice of Delay from Force Majeure

Neither Coalition nor the Contractor shall be liable to the other for any delay or failure to perform under the Contract if such delay or failure is neither the fault nor the negligence of the Coalition or the Contractor or their employees or agents. This holds true if the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods or other similar cause wholly beyond the party's control, or for any of the foregoing that affects subcontractors or suppliers if there is no available alternate supply source.

However, in the event of delay from the foregoing causes, the Coalition or the Contractor shall take all reasonable measures to mitigate any and all resulting delays or disruptions in the performance obligation under the Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost to either Coalition or Contractor under the Contract. In the case of any delay the Contractor believes is excusable under this paragraph, the Contractor shall notify the Coalition and describe the cause of the delay or potential delay in writing within 10 calendar days after the cause that creates or will create the delay. The foregoing shall be the Contractor's sole remedy or excuse regarding the delay. The Contractor must provide notice in strict compliance with this section to receive the remedy. The Coalition, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Contractor of its decision in writing. The Contractor shall not assert a claim for damages, other than for an extension of time, against Coalition. The Contractor is not entitled to an increase in the Contract price or payment of any kind from the Coalition for direct, indirect, consequential, impact or other costs, expenses or damages. These include, but are not limited to, costs of acceleration or inefficiency due to delay, disruption, interference or hindrance from any cause whatsoever.

If any of the causes this section describes suspended or delayed performance, in whole or in part, after the causes have ceased to exist, the Contractor shall perform at no increased cost, unless Coalition determines, in its sole discretion, that the delay will significantly impair the Contract's value to the Coalition or the state. In which case, the Coalition may do any or all of the following actions:

1. Accept the Contractor's allocated performance or deliveries, provided that the Contractor grants Coalition preferential treatment for products or services subjected to allocation.
2. Purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products or services the delay affects. The Coalition may deduct the purchases from the Contract funds.
3. Terminate the Contract in whole or in part.

M. Non-solicitation of Employees

During the period this agreement is in effect, and for a period of twelve (12) months after any Coalition or Contractor employee terminates his/her employment and twelve (12) months after the contract termination date, each Party agrees it will not, without prior written consent of the other Party, solicit the employees of the other Party for the purpose of offering them employment.

N. Limitation of Liability

The Contractor's liability under this agreement for any and all damages, whether direct or indirect, including consequential, shall be limited to the charges paid or to be paid to the Contractor under this agreement by the Coalition for the services which gave rise to such damages.

O. Indemnification

Each party ("Indemnitor") shall indemnify and hold the other party ("Indemnitee") and Indemnitee's officers, employees, and agents harmless from and against any and all losses, claims, damages, liabilities, regulatory or civil actions, costs or expenses (including attorney's fees or other expenses reasonably incurred by Indemnitee, its officers, employees and agents in connection with investigating any claim and defending any action and any amounts paid in settlement or compromise) that arise out of or are based upon (i) the failure of Indemnitor, its officers, employees, or agents to conform to the statutes, ordinances, and other regulations and requirements of any governmental authority in connection with Indemnitor's performance of this Agreement, (ii) the gross negligence or willful action of Indemnitor, its officers, employees, and agents, (iii) any breach by Indemnitor, its officers, employees, or agents of any term, condition, warranty, representation or any other portion of this Agreement, or (iv) any claims by any third party related to any infringement of any copyright, trademark, service mark, or other intellectual property rights arising from the actions or inactions of

Indemnitor, its officers, employees or agents. The obligations of the parties under this Section shall survive termination or expiration of this Agreement for any and no reason. Notwithstanding the foregoing, the indemnification provisions of this section are not applicable to state agencies or subdivisions, as defined under section 768.28, F.S.; or any other Florida statute applicable to sovereign immunity.

P. Insurance and Risk Mitigation

1. Contractor's Insurance: The Contractor shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the Contract and any renewal(s) or extension(s) of it. By execution of the Contract, the Contractor accepts full responsibility for identifying and determining the type(s) and coverage policy limits of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under the Contract. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. The Coalition reserves the right to require additional insurance coverage at its sole discretion.
2. Workers' Compensation Insurance: To the extent required by Chapter 440, F.S.; at its sole expense, the Contractor will either be self-insured for Workers' Compensation claims, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work on this Contract, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.
3. Unemployment Compensation Insurance: During the term of this Contract, the Contractor must comply with the reporting and contribution payments required under Chapter 443, F.S.; for all employees connected with the Scope of Work.
4. General Liability Insurance: By execution of this Contract, unless Contractor is a state agency or subdivision as defined by subsection 768.28(2), F.S.; or unless otherwise provided for in the Scope of Work, Contractor shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.
5. Errors and Omissions Insurance: The Contractor shall maintain errors and omissions insurance on its board members, as applicable.
6. Fidelity Bonding: The Contractor shall maintain fidelity bonding of its fiscal personnel.
7. During the Contract term, Contractor shall maintain any other types and forms of insurance required for the performance of this Contract as required in the Scope of Work.
8. The Contractor will have and continuously maintain all other types of insurance as required by law.
9. In the event that any coverage described above is canceled by the insurer for any reason, the Contractor shall immediately notify the Coalition of such cancellation and shall obtain replacement coverage acceptable to the Coalition and provide proof of such replacement coverage within the (10) calendar days after the cancellation of coverage.
10. All insurance policies shall be with insurers qualified and doing business in Florida. The Coalition shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance upon request.

Q. Intellectual Property Rights

1. All data Coalition creates or the Contractor receives from the Coalition, whether electronic or hardcopy, during the duration of this Contract is Coalition's property. The Contractor shall surrender it to the Coalition at no cost upon expiration, termination or cancellation of this Contract (see 45 CFR § 75.322, *Intangible property and copyrights*). The following terms and conditions apply to all, unless explicitly waived.
 - a. With respect to all products created by the Contractor pursuant to this agreement, said materials will be the property of the Coalition.
 - b. To the extent that any product constitutes a "work" within the meaning of U.S. copyright laws, 17 United States Code Service (U.S.C.) 101, et seq., it shall be a "work for hire." In the event that a court of competent jurisdiction determines that a product or material is

not a work for hire as a matter of law, the Contractor shall assign and convey to Coalition all rights, title and interest in the product or material and require its employees and subcontractors to do the same.

- c. The Contractor agrees that its employees will not assert any ownership of the product produced pursuant to this Contract. The Contractor shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees and subcontractors in order to secure Coalition's rights.
 - d. Any claim by the Contractor of ownership of pre-existing copyrights should be explicitly stated in the project documentation.
 - e. The Contractor agrees that if it hires a third party to perform any work pursuant to this Contract, the work shall be on a "work for hire" basis and shall not in any way infringe upon Coalition's ownership of the product.
 - f. The Contractor agrees not to convey any rights in the product to a third party
 - g. If the Contractor hires a third party to perform any work that involves the use of pre-existing intellectual content owned by the third party, the third party shall expressly assert its ownership of the content and shall grant the Contractor and Coalition the non-exclusive license to use the product.
2. A licensing agreement or other agreement regarding the use of intellectual property developed pursuant to this Contract may be developed between Coalition and the Contractor in order to further the use of the products in the educational community.
 3. Pursuant to 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, the Contractor agrees that to the extent applicable under this Contract to comply with the following:

That contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Governmental and the Contractor in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by the awarding agency. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from the Contract, the Contractor shall refer the discovery or invention to Coalition.
 4. Pursuant to s. 286.021, F.S., if the discovery or invention arises or is developed regarding the use of state funds, Coalition will refer it to the Department of State to determine whether patent protection will be sought in the name of the state of Florida. Any and all patent rights accruing under or in connection with the performance of the Contract are hereby reserved to the state of Florida.
 5. Pursuant to s. 286.021, F.S., and subject to claims of the Health and Human Services (HHS), any and all copyrights accruing or in connection with the Contractor's execution of its duties under the Contract, funded by early learning program funds, are hereby reserved to the state of Florida.
 6. Pursuant to 45 CFR § 75.322, the HHS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the copyright in any work developed with federal funds through the Contract and any rights of copyright which the Contractor or its sub grantees or contractors purchase with such federal funds.
 7. Pursuant to federal and state laws, the Contractor will not violate the copyrights of any third party during the performance of the scope of work for this grant award.

The Contractor further warrants that as to each deliverable produced pursuant to this Contract, Contractor's production of the deliverable(s), and the Coalition's use of the deliverables(s), will not infringe on the copyrights of any third party. This provision applies to each work or authorship in which copyrights subsist pursuant to 17 U.S.C. Sections 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision the Contractor additionally warrants the following:

 - a. As to each work of software or other "information technology," as defined in s. 287.012(15), F.S., in which copyrights subsist, the Contractor has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the deliverable(s).
 - b. As to each image and sound recording incorporated into a deliverable, the Contractor has

required the necessary rights, releases, and waivers from the person whose image or sound included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken.

R. Mandatory Reporting of Fraud and Criminal Activity

In accordance with 45 CFR §75.113 (also 2 CFR §200.113), *Mandatory disclosures*, the Contractor and its approved subcontractors must comply with and inform its employees of mandatory reporting requirements. Each employee of the Contractor and any subcontractor (subrecipient or contractor) providing services in connection with this Agreement shall disclose to the DEL Inspector General in a timely manner and in writing all violations involving fraud, bribery or gratuity violations potentially affecting this agreement and/or the related federal/grant program(s). DEL is required to review and consider any publicly available information about the Coalition in the Federal Awardee Performance and Integrity Information System (FAPIIS) <https://fapiis.gov>.

S. Notification of Legal Action

The Contractor shall notify the Coalition of legal actions taken against it or potential actions such as lawsuits related to services provided through this Contract, that may impact the Contractor's ability to deliver the contractual services or that may adversely impact the Coalition. The Contractor shall notify Coalition in writing within 24 continuous hours of becoming aware of such actions or from the day of the legal filing, whichever comes first.

T. Staffing Requirements/Key Personnel

The Contractor shall maintain sufficient staffing levels to fulfill the Contractor's obligations under this Contract. The Contractor shall notify Coalition in advance but no later than five (5) working days after any changes in the Contractor's telephone number, email, physical or mailing address or key personnel positions. Key personnel positions include the owner, executive director, and lead personnel directly assigned to work on this Contract. Changes in key personnel may include, but are not limited to, resignations and other employment terminations, and approved leaves of absence of six (6) weeks or longer. Such notification shall be in writing and shall include information related to assigned replacement staff.

U. Prohibited Lobbying Costs

Pursuant to s. 216.347, F.S., no funds awarded under this Contract may be used for the purposes of lobbying the State legislature, the judicial branch, or a State agency. The provisions of this section are supplemental to the provisions of s. 11.062, F.S., and any other law prohibiting the use of state funds for lobbying purposes. In accordance with 2 CFR §200.415, *Required certifications*, each Contractor must certify federal awards will not be used for lobbying.

Acceptance of the Contract terms indicates the Contractor is aware of and currently complies with the described lobbying activity restrictions. The Contractor shall require all subcontractors to include this certification language, which is a material representation of fact upon which the parties placed reliance when they entered into this Contract.

V. Public Entity Crimes

1. Convicted Vendor List

Sections 287.103(3)(a) and (b), F.S., state that a person or affiliate on the convicted vendor list, following a conviction for a public entity crime, may not submit a bid, proposal or reply on a contract to provide goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity to construct or repair a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not receive or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

2. Discriminatory Vendor List

In accordance with s. 287.134(2)(a), F.S., an entity or affiliate placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for

the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity [s. 287.134(3)(a)].

3. **Scrutinized Companies Lists**

A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S., or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more [s. 287.135(2)].

W. Debarment and Suspension

If this Contract relies on federal funds, in accordance with Federal Executive Order 12549 and 2 CFR Part 376 regarding Debarment and Suspension, the Contractor shall agree and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor also agrees it shall not knowingly enter into any lower tier contract or other covered transaction with a person who is similarly debarred or suspended from participating in the Contract scope of work.

X. Confidentiality and Safeguarding Information

1. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the state of Florida. See 2 CFR § 200.337, Restrictions on public access to records, and 2 CFR § 200.82, Protected Personally Identifiable Information (PPII), to review federal grant program instructions.
2. The Contractor acknowledges that each agency, organization or individual receiving confidential and exempt records in order to carry out official functions must protect the data. Those with access to confidential data must not permit persons other than those authorized to receive the records, to obtain children's or their parents'/guardians' personal identification.
3. Contractor shall ensure public records that are exempt or confidential/exempt from public records disclosure requirements are not disclosed except as authorized by federal and state laws, including but not limited to sections 1002.72 and 1002.97, F.S. Contractor shall be provided additional specific instructions by the Coalition if applicable.
4. The Contractor shall develop processes and procedures to secure the confidential data.
5. The Contractor, including its employees, subcontractors, agents, or any other individuals to whom the Contractor exposes confidential information obtained under this Contract, shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information without encryption software installed on the devices meeting the standards prescribed in the National Institute of Standards and Technology Special Publication 800-111 <http://csrc.nist.gov/publications/nistpubs/800-111/SP800-111.pdf>. Failure to strictly comply with this provision shall constitute a breach of this Contract's terms.

Y. Public Records

1. If the Contractor meets the definition of "Contractor" in Section 119.0701(1)(a), F.S.; the Contractor shall comply with the state of Florida public records requirements. All Contractor records for the scoped transaction(s) are available for public inspection unless expressly exempt from Sec 24(a) of the State Constitution and s. 119.07(1), F.S. The Contractor shall keep and maintain records ordinarily and necessarily required by the Coalition to perform the scoped transaction(s) of this Contract.
2. This Contract may be unilaterally canceled by the Coalition for refusal by the Contractor to allow public access to records related to this Contract and/or for failure to keep and maintain records as described herein.

Z. Public Access/Public Records Requests

1. If a public records request is received, the Contractor must provide notice to the Coalition within one (1) business day pursuant to Chapter 119, F.S. The Contractor shall email to the address

shown a copy of all documents provided to the public records requestor by the end of the day such records are sent to the requestor.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Early Learning Coalition of Northwest Florida, Inc.

Public Information Office

4636 HWY 90, Suite M

Marianna, FL 32446

(850) 747-5400

Matt.bonner@elcnwf.org

AA. Records Retention

The Contractor shall retain all Contractor records, financial records, supporting documents, statistical records, and any other documents including but not limited to electronic storage media pertinent to this Contract for a period of five (5) years after termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings through litigation or otherwise. Upon request of the Coalition, the Contractor will cooperate with the Coalition to facilitate the duplication and transfer of any such records or documents.

BB. Severability

If a court of competent jurisdiction determines any term or provision of the Contract unenforceable, Coalition will strike the term or provision. The remainder of the Contract will remain in full force and effect.

AA. Waiver

The delay or failure by the Coalition to exercise or enforce any of its rights under the Contract shall not constitute waiver of such rights.

BB. Conflict of Interest/Related Party Activities

For purchases \geq \$25,000

Section 1002.84(20), F.S., prohibits Coalitions (or a Coalition subrecipient) from entering into contracts with employees, governing board members, or relatives of either group without prior approval from DEL and a valid vote of approval by two-thirds of the Coalition's governing board (or the governing board of a Coalition's subrecipient). Impacted employees/board members must disclose this conflict of interest in advance of the board's vote and impacted governing board members must abstain from the voting process.

Applies to purchases under \$25,000

Section 1002.84(20), F.S., requires Coalitions (or a Coalition subrecipient) from entering into contracts with employees, governing board members, or relatives of either group to disclose this activity to DEL after a valid vote of approval by two-thirds of the Coalition's governing board (or the governing board of a Coalition's subrecipient). Impacted employees/board members must disclose this conflict of interest in advance of the board's vote and impacted governing board members must abstain from the voting process.

CC. Public Announcements, Press Releases, Sponsorships

1. The Coalition does not endorse any Contractor, commodity or service. The Contractor shall not provide any information to any media representative or any other external party regarding the

Contract or any services delivered under the Contract without prior written approval from the Coalition's Public Information Office. The Contractor shall also notify the Coalition's Public Information officer at 850-747-5400 verbally within one (1) hour and in writing, with a copy to the Coalition's Contract Manager, within one (1) business day of any inquiries received from any media outlet or representative. The Contractor shall not use the Coalition's logo(s) without approval of the Coalition.

2. A sponsorship statement is required when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money. This requirement applies to all States receiving Federal funds, including but not limited to State and local governments and contractors. The required sponsorship statement shall clearly state:
 - a. The percentage of the total cost of the program or project which will be financed with Federal money;
 - b. The dollar amount of Federal funds used for the project or program; and
 - c. Percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources
P.L. 103-333, the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995, § 508 - "Public Announcements and Press Releases".
3. As required by Section 286.25, F.S., any organization or entity, whether public or private, which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, shall, in publicizing, advertising, or describing the sponsorship of the program, use the following statement:
"Sponsored by (Contractor's name), the Early Learning Coalition of Northwest Florida, Inc., and the State of Florida, Division of Early Learning."
4. If the sponsorship reference is in written material, the words "the Early Learning Coalition of Northwest Florida, Inc. and State of Florida, Division of Early Learning" shall appear in the same size letters or type as the name of the organization
5. The Contractor is prohibited from using Contract information, sales values or sales volumes, or the Coalition's stakeholders or customers, in sales brochures or other promotions, including press releases, unless prior written approval is obtained from the Coalition.

DD. Prohibition of Peripheral Devices for Confidential Data Storage

The Contractor, its employees, subcontractors, agents, or any other individuals to whom the Contractor exposes confidential information obtained under the Contract, shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information without encryption software installed. Any peripheral devices used must meet the standards prescribed in the National Institute of Standards and Technology Special Publication 800-111 <http://csrc.nist.gov/publications/nistpubs/800-111.pdf>. Failure to strictly comply with this provision shall constitute a breach of the Contract.

EE. Gratuities

The Contractor shall not, in connection with this or any other contract with the Coalition, directly or indirectly:

1. Offer, give, or agree to give anything of value to anyone as consideration for any Coalition employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or
2. Offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any Coalition employee.

FF. Termination of Contract

1. Either Party
Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other Party. ("Notification Period"). The Contractor shall be entitled to perform services and receive compensation for services performed during the Notification Period; provided; however,

that the Coalition shall not be liable for payment for any services performed by the Contractor after the end of the Notification Period.

2. Termination for Lack of Funds

If funds to finance the Contract become unavailable or if the federal or state governments withdraw or redirect funds upon which the Contract depends, Coalition may terminate the Contract in writing with no less than twenty-four (24) hours' notice. Coalition shall be the final authority as to fund availability and will not reallocate funds earmarked for the Contract to another program, thus causing lack of funds. Termination of this Contract under this subsection shall not relieve the Coalition of its obligation to pay any amounts then due to Contractor up to the date of termination.

3. Termination for Cause

Pursuant to 2 CFR Part 200 Appendix II, item (B), in the event of termination of this Contract by the Coalition for cause, the Contractor shall be liable for Coalition's expenses for additional managerial and administrative services required to complete or obtain the services or items from another contractor. Additional details are described in Section 23 of PUR 1000 [DMS PUR 1000 link](#).

4. Termination for Convenience

Pursuant to 2 CFR Part 200 Appendix II, item (B), the Coalition, by written notice to the Contractor, may terminate the Contract in whole or in part when the Coalition determines in its sole discretion that it is in the state's interest to do so. The Contractor shall not furnish any services after it receives the notice of termination, except as necessary to complete the continued portion, if any, of the Contract. The Contractor shall not be entitled to recover any cancellation charges or lost profit.

5. After Receipt of a Notice of Termination

Except as otherwise specified by the Coalition, the Contractor shall:

- a. Stop work under the Contract on the date of and to the extent specified in the notice.
- b. Complete performance of the work not terminated by the Coalition.
- c. Take such action as may be necessary, or as the Coalition may specify, to protect and preserve any property related to the Contract which is in the possession of the Contractor and in which the Coalition has or may acquire an interest.
- d. Transfer, assign, and make available to the Coalition all property and materials belonging to the Contractor, upon the effective date of termination of the Contract. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment.
- e. Meet all the public records law requirements specified under the section of this Contract on Public Records Law Compliance.

GG. Unauthorized Alien(s)

The Contractor agrees it shall not employ unauthorized aliens. The Coalition shall consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral cancellation of this Contract by the Coalition.

HH. No Contract Services Performed Outside the USA

The Contractor and its subcontractors and agents are prohibited from (i) performing any of the Contract services outside the United States, or (ii) sending, transmitting or accessing any School Readiness Program or Voluntary Prekindergarten Education Program or other program-related data pursuant to this Contract outside of the United States unless approved by the Coalition in writing. The Parties agree that a violation of this provision will:

1. Entitle the Coalition to immediately terminate the Contract for cause upon email notice to the Contractor's Contract Manager.
2. Result in immediate and irreparable harm to the Coalition, entitling the Coalition to immediate injunctive relief.
3. Entitle the Coalition to recover damages for the breach. These damages will include all reasonable costs incurred by the Coalition for investigation, forensic investigations, data recoveries, notifications and remediation.

II. Whistleblower's Act

In accordance with s. 112.3187, F.S., the Contractor shall not retaliate against an employee for reporting violations of law, rule or regulation that creates and presents a substantial and specific danger to the public's health, safety, or welfare. Furthermore, the Contractor shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of any agency, public officer, or employee. The Contractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, the Office's Inspector General, and the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353. Additional local Contractor whistleblower policy and procedures also apply.

JJ. Certified Minority Business Enterprises (CMBE) Reporting

The Coalition is dedicated to supporting, tracking and increasing its small minority business enterprise spending as section 287.0943, F.S.; requires. The Contractor shall report spending with small, minority-, women-, and service-disabled veteran business enterprise subcontractors with each invoice submitted for payment to the following address, with a copy to the Coalition Contract Manager.

Chelsea Ranew, Procurement and Grant Manager
Early Learning Coalition of Northwest Florida, Inc.
4636 HWY 90, Suite M
Marianna, FL 32446
E-Mail:chelsea.ranew@eclnwf.org

KK. Subpoenas

The Contractor shall notify the Coalition if any data related to the Contract is subpoenaed or used, copied or removed from the Contractor's possession by any individual not authorized by the Coalition to use, copy or remove such data. The Contractor shall provide notice to the Coalition verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours. The Contractor shall cooperate with the Coalition in taking steps as the Coalition deems advisable to prevent misuse, regain possession of, and/or otherwise protect the Coalition's and the State's rights and the data subject's privacy.

LL. RESPECT

In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of the Contract is on the procurement list established pursuant to subsection 413.035(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

MM. PRIDE

In accordance with subsection 946.515(6), F.S., if a product or service required for the performance of the Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with subsection 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE AGENCY INSOFAR AS DEALINGS WITH SUCH

CORPORATION ARE CONCERNED.

Additional information about PRIDE and the products it offers is available at <http://www.respectofflorida.org>.

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EXHIBIT II SCOPE OF WORK

A. Contractor Services - Deliverables

The Contractor agrees to perform services in accordance with the proposal submitted in response to Request for Proposals – IT Support Services #2023-01, which by reference is hereby incorporated into this Contract.

The Contractor will serve as fully functional on-site Network Service staff, fulfilling all duties that fall under Network Administration staff and Help Desk staff.

Any equipment/software purchases will be quoted and paid for separately by the Coalition. All equipment and software purchases are to be at the discretion of the Coalition. Any support of equipment purchased while under the Contract that the Contractor is responsible for, will be negotiated prior to the time of purchase and/or installation.

The Contractor shall provide each and every Network Consultant that enters a Coalition location with every tool needed to perform any support tasks for the Coalition network. This includes laptops, telecommunication equipment, cell phones, basic cables & connectors, and any other standard tools. The monthly Network Consulting fee also includes all travel costs associated with support of the Coalition network.

This Contract also includes any meetings or other functions in which Network Administration staff will need. Additionally, this Contract includes developing customized reports as needed that afford Coalition leadership to make decisions regarding its operation.

The scope of this agreement does not cover equipment replacement. The Coalition will be responsible for any costs arising from issues related to equipment malfunction, software, licensing, or upgrades. Service agreements or warranties for equipment purchased during the period of this agreement, which require support from the Contractor, will be discussed and agreed upon prior to purchase and/or installation. The Contractor's responsibilities are limited to labor-related tasks.

1. Network Administration

Contractor shall provide network administration services in the operation of the various areas of the Coalition's computer network. The Contractor will provide all labor, tools, and necessary services to maintain and ensure the continued operation of the Coalition's computer network. The Contractor will perform support for remote or on-site work at the various locations for departments as designated by the Coalition. The Contractor will provide proactive advice and guidance on everyday normal issues, "how-to" issues with maintenance, disaster recovery, virus protection, software/hardware upgrades, license renewals, firewall maintenance, budgeting, etc. This support also includes but is not limited to projects such as equipment upgrades, application server upgrades, backup server maintenance, firmware upgrades, remote site network setups, handling of connectivity issues, software upgrades, audit preparation, Continuity of Operations Plan (COOP) planning with ongoing risk assessment, and technical advice on network related grants. The Contract will provide Phone, E-mail, Remote Access, On-site support to resolve emergency issues. This Contract also includes the cost of labor to install computer equipment.

All data, information and passwords are the property of the Coalition. At all times, the Executive Director or Designee shall have a list of all active passwords maintained by the Contractor to ensure access to the Coalition network.

2. Help Desk Services

Contractor shall provide user Help Desk support services in the operation of the various areas of the Coalition's computer network. Also, technical support for on-site work at the various Coalition locations to provide advice and guidance on everyday normal issues, "how-to" issues with maintenance, virus protection, various upgrades, etc. This support shall also include fielding all Help Desk calls from Coalition end users for issues such as everyday workstation, application, printer, telephone, etc. issues, that arise at the defined locations.

3. Voice over Internet Protocol (VoIP) Phone System Services

Provide support to the VoIP phone system services in the operation of the various areas of the Coalition's computer network, including all locations. This support includes fielding all Help Desk calls from Coalition users and all phone/communication VoIP requests and issues that arise.

4. Support to Resolve Emergency Issues

Provide phone, Email, Remote Access, and or On-site support to resolve emergency issues as circumstances dictate. Hours for this type of support are to be included in the designated hours of support in the Contract.

5. Break Down of Designated Support Hours

Support services are required during normal business hours, Monday through Friday 8:00 AM to 5:00 PM (CT). The Contractor shall provide the Coalition with remote and on-site employees as needed for support each week. The Contractor's employees will complete daily tasks and maintenance, such as Help Desk support and performance management. The Contractor's employees will also be involved in project management and planning, upgrades, security monitoring, reporting, asset management, staff meetings and any other requested support by administrative staff of the Coalition.

The Contractor will also guarantee a minimum two (2) hour response time for any emergency issues.

To ensure continuation of services for the Coalition, emergency services must be completed within twenty-four (24) hours of service call.

6. Equipment Covered

Contractor shall support all of the Coalition's current computer equipment. This includes all workstations, laptops, servers, copiers/printers, routers, switches, and any other network device that is currently in use at any of the defined locations. The Contractor is responsible for labor and tools only. Where possible, all technology equipment purchases would be approved by the Contractor to ensure that the appropriate risk assessment and impact analysis has been performed prior to the purchase.

7. Coalition Offices to be Covered (in addition to supporting all remote staff in the 7-county service area)

a. Bay County

3009 HWY 77, Suite F, Panama City, FL 32405

b. Jackson County

4636 HWY 90, Suite M, Marianna FL 32446

c. Jackson County

4636 HWY 90, Suite P, Marianna, FL 32446

d. Washington County

757 Hoyt Street, Bldg. 18, Chipley FL 32428

e. Employee remote office locations within the Coalition's seven county service area, as appropriate.

8. Server and Network Maintenance

- a. Update anti-virus and anti-malware software.
- b. Test software patches and security hot-fixes for compatibility.
- c. Manage and maintain Office 365 and all applications
- d. Administer VMware vSphere environment.
- e. Maintain network connectivity at all locations.
- f. Manage secure on-site/off-site backup solution.
- g. Configure and maintain email and web content filtering systems.
- h. Monitor and maintain all server hardware and perform preventative maintenance regularly including, but not limited to:
 - Disk space checkup.
 - Hardware inspection and maintenance.
 - Review server, network, VoIP, application, and service event logs.
 - Decommissioning of antiquated equipment per designated lifecycle and appropriate procedures.
 - Dust network equipment.
- i. Provide proactive network monitoring system.
- j. Manage multi-access point wireless network.

9. Desktop, Laptop, and Mobile Devices

- a. Troubleshoot computer, tablet, desk phone, cell phone, network and copier/printer related issues.
- b. Installation or relocation of IT equipment, as needed.
- c. Installation and support of authorized software.
- d. Document each individual workstation, system, and other assigned equipment information.
- e. Document each individual username and permission levels dictated per position requirements.
- f. Document each individual's workstation's operating system and version number.
- g. Spyware/Malware quarantine
 - If spyware and viruses are detected, perform the services necessary to eliminate these files, if time allows, or ensure a corrective action plan as appropriate.
 - Minor issues can be addressed during preventative maintenance, more complex issues may need to be scheduled for future action.
- h. Anti-virus definition updates
 - Check the anti-virus definition date to ensure that all scheduled updates have been performed properly and effectively. Perform updates as required.
 - Anti-virus quarantine maintenance
- i. Delete all quarantined files to rid the workstation of known viruses and identify files that could be potential problems.
- j. Perform all critical Microsoft Windows updates.
- k. Perform Scan Disk.
 - Run Scan Disk on each computer and document any anomalies.
 - Follow this documentation step with a corrective action plan as appropriate
- l. Review event log.
 - Review the event log to determine any potential problems.
 - Follow this step with a corrective action plan as appropriate
- m. Analyze the hard drive capacity and free drive space to improve performance.

10. Hosted Services

- a. Coordinate and liaison with all respective service providers to ensure delivery and continuity of

- all hosted services.
- b. Coordinate and liaison with the Division of Early Learning to maintain hosted connectivity.

11. Unlimited Telephone Support

- a. Manage, maintain and support the internal, multi-site Nextiva VoIP phone system.
 - Moves, adds, changes, and all programming modifications for VoIP Phone System.
 - Adjust and update auto attendant messages and hunt groups as needed.
 - Coordinate with third party service provider for system maintenance and troubleshooting, as needed.

12. Assessment Services

- a. Level One Assessment
 - Provide documentation on the business practices and the technology of the organization on an annual basis. Enough information is exchanged for Contractor to determine basic business functions, the current technical environment, the current technical constraints, and the strengths and weaknesses of the Coalition's technical architecture, to allow recommendations and action plans to be formulated.
- b. Level Two Assessment
 - Current Technical Infrastructure: Each piece of computer, server, VoIP, and networking equipment is assessed at least every three years and a detailed list of components and software are compiled to support technical troubleshooting.
 - Current Shared Resources: Requires that all network structures be diagrammed to show each component and their interaction and identify which workstations have access to which device.
 - Information Resource Management Inventory Needs: A document identifying any additional needs that the organization may have. This includes software license upgrades, security, backup and recovery, or peripherals.

13. Security

- a. Monitor network for unauthorized access.
- b. Maintain all directories and file permissions.
- c. Maintain and update firewalls.
- d. Configure and maintain network user permissions.
- e. Maintain advance threat protection and multi-factor authentication software
- f. Provide secure remote access.
- g. Adhere to confidentiality agreement wherein the Contractor cannot disclose network and/or data related details to any third party.
- h. Provide or participate in annual data security awareness training or awareness activities to employees

14. Support

- a. Configure desktops, laptops and mobile devices; and create user accounts as needed.
- b. Configure new servers as needed.
- c. Setup network printers / scanners / copiers.
- d. Submit a detailed monthly service request report.
- e. Utilize Service Desk/Ticket Management System
- f. Attend monthly Contractor meetings and ad-hoc meetings to plan upgrades to network and software packages, as needed.
- g. Maintain Continuity of Operations Plan (COOP)/ Disaster Recovery Plans to test and verify procedures in case of an emergency

- As part of the COOP and disaster recovery plan, test the backup and restore process to verify Coalition can access and use mission essential data and files.
 - Document the date the test was last performed.
- h. Assist with Division of Early Learning connectivity to various sites
- i. Serve as Security Officer and Local Administrator for various DEL systems

15. Staff Training

Provide staff training, as needed including but not limited to topics on data security awareness, equipment usage, software updates, and new software implementation.

B. Compensation

For the provision of services described above, the Coalition agrees to pay the Contractor as follows:

Year 1: IT Support Services (July 1, 2023 to June 30, 2024)

The maximum amount paid by the Coalition to the Contractor for services performed for the period July 1, 2023 to June 30, 2024 is \$8,000 per month and shall

not exceed \$96,000 per year.

Year 2: IT Support Services (July 1, 2024 to June 30, 2025)

The maximum amount paid by the Coalition to the Contractor for services performed for the period July 1, 2024 to June 30, 2025 is \$8,400 per month and shall

not exceed \$100,800 per year.

Year 3: IT Support Services (July 1, 2025 to June 30, 2026)

The maximum amount paid by the Coalition to the Contractor for services performed for the period July 1, 2025 to June 30, 2026 is \$8,820 per month and shall

not exceed \$105,840 per year.

C. Invoice - Payment Made After Written "Coalition" Acceptance

The Contractor will be paid upon submission of a properly completed invoice to the Coalition, with supporting documentation for all deliverables completed, as applicable, after delivery and acceptance of commodities or contractual services is confirmed in writing by the Coalition. Invoices shall contain sufficient detail for audit thereof.

D. Payment Timeframe – Timely Payments

Section 215.422, F.S., provides that entities have five (5) working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems obtaining timely payments from an entity may be contacted at 850-413-5516, or vendors may call the State Comptroller's Hotline at 1-800-848-3792.

E. Final Invoice

The Contractor shall submit the Final invoice for payment to the Coalition no more than 45 days after

the Contract ends or is terminated. If the Contractor fails to do so, unless waived in writing by the Coalition, all rights to payment are forfeited and the Coalition will not honor any requests submitted after the above 45-day time period. Any payment due under the terms of this Contract may be withheld until all reports due from the Contractor and any necessary adjustment(s) thereto have been approved by the Coalition.

F. Remedies for Noncompliance/Nonperformance

Nonperformance is defined as the failure, neglect or refusal to perform any act stipulated under the Contract. If the Contractor fails to comply with the terms and conditions and fails to meet identified deliverables, the Coalition may impose additional specific conditions on the Contractor to correct the nonperformance in accordance with 2 CFR § 200.207 as follows:

1. Submit a corrective action plan with specific timelines to cure all deficiencies in performance to the reasonable satisfaction of the Coalition.
2. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a specified time period.
3. Require additional, more detailed reports.
4. Require additional monitoring.
5. Require Contractor to obtain technical or management assistance.
6. Establish additional prior approvals.

Once the noted deficiencies in performance have been cured to the reasonable satisfaction of the Coalition, the specific conditions will be removed by the Coalition.

If the Coalition determines the noncompliance cannot be remedied by imposing additional conditions, the Coalition may, in accordance with 2 CFR § 200.338, take one or more of the following actions as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency
2. Disallow all or part of the cost of the activity or action not in compliance
3. Wholly or partly suspend or terminate the Contract
4. Take other remedies that may be legally available

G. Financial Consequences

1. The Contractor agrees that if the requirements of this Contract are not timely and satisfactorily performed, the Contractor shall be subject to one or more of the financial consequences listed herein. These financial consequences shall not be considered penalties.
2. The Contractor shall ensure 100% of the deliverables identified in Exhibit II are performed pursuant to Contract requirements. Failure to correctly, completely, or adequately perform these major deliverables as described in Exhibit II, Section A. Contractor Services – Deliverables, will trigger a financial consequence and the following actions will occur:
 - a. The Coalition Contract Manager will notify the Contractor that it has failed to correctly, completely, or adequately perform these major deliverables and identify the deficiency or deficiencies. Upon receipt of this notification, the Contractor has fourteen (14) calendar days to submit a Corrective Action Plan (CAP) to the Coalition Contract Manager that addresses the identified deficiency and states how the deficiency will be remedied within a time period approved by the Coalition.
 - b. In the event that the Contractor fails to submit the CAP timely, beginning the 15th day after notification by the Coalition of the deficiency, the Coalition shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the Contract for each day the CAP is not submitted.
 - c. The Coalition shall review the Contractor's CAP and provide approval or disapproval in writing to the Contractor within five (5) business days. If disapproving, the response from the Coalition shall include details of the CAP deficiencies requiring correction before the CAP can be approved.
 - d. In the event the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Coalition shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the Contract for each day the deficiency is not corrected.

- e. In the event the Contractor does not correct all deficiencies pursuant to the CAP, for each deficiency identified in the CAP which is not corrected pursuant to the CAP, the Coalition shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the Contract for each day the deficiency is not corrected.

H. Time is of the Essence

Time is of the essence with regard to each and every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

I. Payment Audit (Records of Costs Will be Available Upon Request)

Records of costs incurred under the terms of the Contract shall be always maintained and made available to the Coalition upon request during the period of the Contract, and for a period of five years thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Coalition for audit.

J. Miscellaneous

No firearms, alcohol or illegal substances are allowed in any Coalition office or on any Coalition property. Neither the Contractor nor any of its employees may possess firearms or alcohol while onsite at the Coalition office(s). The Contractor shall be responsible for the conduct of all Contractor personnel at all times while in any Coalition office or on any Coalition property.

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**EXHIBIT III
AUDIT REQUIREMENTS**

A. Audit Requirements – Federally Funded, If Applicable

NOTE: this paragraph is applicable if the Contractor is a state or local government or a non-profit organization as defined in 2 CFR § 200.

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).

B. Audit Requirements – State Funded, If Applicable

NOTE: this paragraph is applicable if the Contractor is a non-state entity as defined by s. 215.97(2), F.S. - The 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; 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.

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EXHIBIT IV ASSURANCES AND CERTIFICATIONS

The Coalition will not award a Contract where the Contractor has failed (the "Contract") to accept the Assurances and Certifications contained in this Exhibit. In performing its responsibilities under the Contract, the Contractor hereby certifies and assures that it will fully comply with the following:

A. Assurances Non-Construction Programs

NOTE: Certain of these Assurances may not be applicable to the Contractor's project or program. If you have questions, please contact the Coalition.

As the duly authorized representative of the Contractor, I certify to the best of my knowledge and belief, that:

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay for the non-federal share of project costs, as applicable) to ensure proper planning, management and completion of described services.
2. Will give the Coalition, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receiving the Coalition's approval.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728 – 4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, as amended, (P.L. 92-255) relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (P.L. 91-616), relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290 dd-3 and 290 ee-3), relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968, as amended, (42 U.S.C. 3601 et seq.) relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) any other non-discrimination statute(s) requirements that may apply to the application.
7. Will comply with, or has already complied with, the Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), requirements, which provide for treating fairly and equitably persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees for whom federal funds, in whole or in part, pay for their principal employment activities.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7),

the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. ss.327-333) regarding labor standards for federally assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. ss. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. ss. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. ss. 1271 et seq.) related to protecting the national wild and scenic rivers system's components or potential components.
13. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. s. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. ss. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. ss. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. ss. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "*Audits of States, Local Governments, and Non-Profit Organizations.*"
18. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

B. Assurances Construction Programs - OMB Standard Form SF 424D, If Applicable

Note: Certain of these assurances may not be applicable to the Contractor's project or program. Please contact the Coalition with questions.

C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction

This certification, as required by Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), and 2 CFR Part 376 regarding "Debarment and Suspension", for prospective participants in primary covered transactions, no contract shall be made to parties listed on the government wide exclusions in the System of Award Management (SAM). This list contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.

The federal government imposes this requirement in order to protect the public interest, and to ensure

that only responsible organizations and individuals do business with the government and receive and spend government grant funds.

Failure to adhere to those requirements may have serious consequences (e.g., disallowance of cost, termination of project or debarment). To assure that this requirement is met, there are four options for obtaining satisfaction that Contractors are not suspended, debarred or disqualified. The Contractor through the duly appointed undersigned representative, certifies, to the best of its knowledge and belief, that it, its principals or its officers-

1. 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. The Federal Excluded Parties list is currently located at <https://www.sam.gov/> (Systems for Award Management) and also available passing through the Florida Department of Management Services website. The United States Department of Agriculture Food Program's National Disqualification List is available through the Florida Department of Health.
2. Have not, within a three-year period preceding the Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in this certification's paragraph 2; and
4. Have not, within a three-year period preceding the Contract, had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

D. Certification Regarding Lobbying – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

In accordance with s. 216.347, F.S., the disbursement of grants and aids appropriations for lobbying is prohibited. Coalition may not authorize or make any disbursement of funds or aids appropriations pursuant to a Contract to any person or organization unless the terms of the Contract prohibit the expenditure of funds for the purpose of lobbying the legislature, the judicial branch or a state agency. The provisions of this section are supplemental to the provisions of s. 11.062, F.S., and any other law prohibiting the use of state funds for lobbying purposes.

As the duly authorized representative of the Contractor, I certify to the best of my knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employees of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of 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 employees of Congress, or employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that 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 subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making

or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

E. Certification Regarding Drug-Free Workplace Requirements

The Contractor will maintain a drug-free workplace and will comply with the requirements of the Drug-Free Workplace Act of 1988. Pursuant to the Drug-Free Workplace Act of 1988: 45 CFR Part 76 subpart F, ss. 76.630(c) and (d)(2), and 76.645(a)(1) and (b), the Contractor, through the duly appointed undersigned representative, attests and certifies that the Contractor will provide a drug-free workplace compliant with 41 USC 81, by the following actions-

1. Publishing a statement notifying employees that the Contractor prohibits unlawful manufacturing, distributing, dispensing, possessing or using a controlled substance in the Contractor's workplace and specifying the actions that the Contractor will take against employees for violating 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 above.
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.
 - 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 Coalition in writing within ten (10) calendar days of receiving notice under subparagraph 4.b. from an employee, of the employee's conviction of a violation of a criminal drug statute in the workplace or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Contract Manager.
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.
 - b. Requiring such employee to participate satisfactorily in a drug 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 this entire certification.

Notwithstanding the foregoing, it is not required to provide the workplace address under this Contract. The specific sites have been disclosed to the Coalition and the Parties agree not to require the specific addresses, with the understanding that if any of the identified places change during the performance of this Contract, the Contractor will inform the Coalition of the changes in writing within five (5) days of the change.

F. Certification Regarding Convicted Vendor List and Discriminatory Vendor List (Public Entity Crimes)

The Contractor hereby certifies, through the duly appointed undersigned representative, that neither it, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list or discriminatory vendor list pursuant to s. 287.134, Florida Statutes, all of which are located at the Florida Department of Management Services website:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspe

The Contractor understands and agrees that it is required to inform the Coalition immediately upon any change of circumstances regarding this status.

G. Certification Regarding Separation of Voluntary Prekindergarten Education Program and School Readiness Program Funds, Section 1002 Florida Statutes, as Amended, Section 1002.71(1) and (7) Florida Statutes and 45 C.F.R. § 98.54

The Voluntary Prekindergarten Education Program (VPK) and the School Readiness (SR) programs are independent programs, funded by separate state and federal sources. All expenditures made and fiscal records maintained by the Contractor shall reflect the separation of the expenditure of funds.

The Contractor hereby certifies that:

All SR (Child Care Development Fund, Temporary Assistance to Needy Families, Social Services Block Grant and General Revenue) funds will be expended solely for the operation of the SR programs; and shall be distinctive and clearly identifiable in all fiscal records maintained by the Contractor. All state general revenue funds awarded for the operation of the Voluntary Prekindergarten Education Program shall be used solely in the operation of the Voluntary Prekindergarten Education Program and shall be distinctively and clearly identifiable in all fiscal records maintained by the Contractor.

H. 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 and products (P.L. 103-333, the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995, section 507).

I. Trafficking Victims Protection Act of 2000 – (TVPA)

This Contract is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended [22 U.S.C. 7104(g)]. The following award term is hereby adopted and incorporated herein by reference as if fully set forth herein:

The United States Health and Human Services Administration for Children and Families Child Care and Development Fund Terms and Conditions require the Contractor to comply with section 106(g) of the Trafficking Victims Protection Act of 2000. In each Coalition Contract (i.e., grant or cooperative agreement) under which a private entity receives funding, section 106(g) of the Trafficking Victims Protection Act of 2000, as amended, requires the Coalition to include a condition that authorizes the Coalition to terminate the Contract, without penalty, if the Contractor (a) Engages in severe forms of trafficking in persons during the period of time that the Contract is in effect; (b) Procures a commercial sex act during the period of time that the Contract is in effect; or (c) Uses forced labor in the performance of the Contract or subcontracts under the Contract.

J. Certification Regarding Environmental Tobacco Smoke – the Pro-Children Act of 2001

The Pro-Children Act of 2001, 42 U.S.C. 7181-7184, imposes restrictions on smoking in facilities where federally-funded children's services are provided. Health and Human Services (HHS) grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifically prohibits smoking in any indoor facility (owned or leased or contracted) where kindergarten, elementary, or secondary education or library services to children under the age of 18 routinely or regularly occur. In addition, the act prohibits smoking in any indoor facility or portion of a facility (owned, leased, or contracted) where federally-funded health care, child care, or early childhood development, including Head Start services, to children under the age of 18 routinely or regularly occur. The statutory prohibition also applies if such facility is constructed, operated, or maintained with federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where Women, Infants and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary

penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

K. Subrecipient Monitoring

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

L. Certification Regarding Immigration Status

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

M. Certification Regarding Standards of Conduct

The Contractor certifies that it shall comply with the provisions of 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.

N. Certification Prohibiting Distribution of Funds to the Association of Community for Reform Now (ACORN)

To comply with Public Law 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, no federal funds may be provided to any covered organization as defined in House of Representatives (H.R.) 3571, the Defund ACORN Act.

O. The Transparency Act (as defined by 2 CFR Part 170)

The following award term is hereby adopted and incorporated herein by reference as if fully set forth herein:

HHS now requires this program award to adhere to the Transparency Act's Sub-award and Executive Compensation reporting requirements (as 2 CFR Part 170 defines). Under the Transparency Act, the 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 USDHHS ACF website.

P. Certification of Filing and Payment of Federal Taxes (Applicable if Contract Exceeds Five Million Dollars)

As required by the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (Public Law 110-161, Division G, Title V, Section 523), as a prospective financial assistance recipient entering into a Contract of more than \$5,000,000, I, as the duly authorized representative of the applicant, do hereby certify to the best of my knowledge and belief, that:

1. The applicant has filed all Federal tax returns required during the (3) three years preceding this certification
2. The applicant has not been convicted of a criminal offense pursuant to the Internal Revenue Code of 1986 (U.S. Code – Title 26, Internal Revenue Code).
3. The applicant has not, more than 90 days prior to this certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Q. Equal Employment Opportunity (E.E.O.)

The Contractor [and subcontractor(s)] shall comply with Executive Order 11246, Equal Employment Opportunity [30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 comp. p. 339], as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment

Opportunity", and as supplemented by regulations at 41 CFR Part 60 "Office of Federal Contract Compliance Programs, Equal Opportunity, Department of Labor."

These federal regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals

based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

R. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is in excess of \$150,000, the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

S. 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).

T. Scrutinized Companies Lists Provisions and Certifications (Section 287.135, F.S.)

A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S., or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with the Coalition for goods and services of \$1 million or more. A company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with the Coalition for a contract in any amount [s.287.135(2), F.S.].

If this Contract is for goods or services of one million dollars or more and entered into or renewed on or after July 1, 2011, then the Coalition may terminate this Contract at its sole option if the Contractor is found to have submitted a false certification as provided under s. 287.135(5), F.S., defines, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria [s.287.135(3)(b), F.S.].

If this Contract is entered into or renewed on or after July 1, 2018, then the Coalition may terminate this Contract at its sole option if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

In accordance with the provisions of s. 287.135(3) and s. 287.135(5), F.S., the Contractor, hereby certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or it does not have operations in Cuba or Syria and is not participating in a boycott of Israel. The Contractor further acknowledges and agrees the Coalition may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of this Contract.

U. Omnibus Budget Reconciliation Act

Section 654 of the Omnibus Budget Reconciliation Act of 1981as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation, or beliefs.

V. Americans With Disabilities Act of 1990

The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.

W. Rights to Inventions

Pursuant to s. 286.021, F.S., if a discovery or invention arises or is developed in connection with the use of federal/state funds, the Coalition will refer it to DEL and the Department of State to determine whether patent protection will be sought in the name of the state of Florida. Any and all patent rights accruing in connection with the performance of the Contract are hereby reserved to the state of Florida. The Contractor shall refer any such discovery to the Coalition. In addition, the Contractor is subject to applicable federal regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.," and any implementing regulations issued by the Coalition.

X. Construction and Renovation of Facilities Using Program Funds

The Contractor is aware that federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

Y. Compliance with the Health Insurance Portability and Accountability Act (HIPPA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)

The Health Insurance Portability and Accountability Act of 1996 requires that covered entities have and apply appropriate sanctions against members of their workforce who fail to comply with Privacy Policies and Procedures of the entity or the requirements of 45 CFR § 164.530(e)(1). The Health Information Technology for Economic and Clinical Health Act, as part of the American Recovery and Reinvestment Act of 2009, expanded HIPPA's scope to apply to business associates, implements certain privacy requirements, expands notification requirements due to breaches of Public Health Information, outlines restrictions on the sale and disclosure of Public Health Information, and provides for periodic audits, formal investigation complaints, and civil monetary penalties. Accordingly, it is the intention of the Coalition to seek to ensure the confidentiality and integrity of consumer or employee protected health information (PHI) as required by law, professional ethics, and accreditation or licensure requirements. The Coalition requires compliance with all applicable provisions of HIPPA and HITECH.

Any person or entity that performs or assists the Coalition with a function or activity involving the use or disclosure of individually identifiable health information (IIHI) and/or PHI shall comply with the Health Insurance Portability and Accountability Act (HIPPA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009. HIPPA mandates privacy, security and economic transfer standards which include but are not limited to:

1. Use of information only for performing services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent unauthorized disclosures;
3. Reporting to the Coalition of any unauthorized use or disclosure;
4. Assurances that any agents and subcontractors of Contractor agree to the same restrictions and conditions that apply to the Contractor and provide reasonable assurances that IIHI/PHI will be held confidential;
5. Making PHI available to the consumer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Coalition for an accounting of any authorized and unauthorized disclosures; and
8. Making all internal practices, books and records related to PHI available to the Coalition for compliance audits.

PHI shall be maintained in its protected and confidential status regardless of the form or method of transmission (paper records and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including, specifically, a description of the types of uses and disclosures that may be made with PHI.

HITECH imposes additional regulation, which include but are not limited to:

1. Violations of the HIPPA privacy and security rules can be enforced directly against business Associates;

2. Removal of certain identifiers of an individual or of relatives, employers, or household members of the individual to prevent breaches of requirements;
3. Expanded notification requirements due to breaches of an individual's PHI, obligating covered entities and business associates to notify individuals of breaches of their PHI;
4. Restrictions on the sale and disclosure of an individual's PHI;
5. Imposition of a "minimum necessary" standard regarding collection of information;
6. Requirement of periodic audits and formal investigation complaints, and the potential imposition of monetary penalties.

Business associates will be required to indemnify the Coalition from and against any and all claims, losses, liabilities, costs and other expenses resulting from or relating to the acts or omissions of the business associate in connection with the Business Associate's obligations and responsibilities under HIPPA and HITECH.

Customer and employee PHI shall be regarded as confidential and may not be used or disclosed except to authorized persons for authorized purposes. Access to PHI shall only be permitted for direct customer care, approved administrative or supervisory functions or with approval of the appropriate Contractor staff designated as the Privacy Officer, Executive Director or Human Resource Director by the Contractor.

Z. Compliance with Sarbanes-Oxley Act

The Contractor shall comply with the following provisions of the Sarbanes-Oxley Act:

1. Contractor agrees not to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation;
2. Contractor agrees not to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse.

AA. Certification Regarding Nondiscrimination and Equal Opportunity Assurance

As a condition of this Contract, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1988 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted programs;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contractor also assures that it will comply with 29 C.F.R. Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I – financially assisted program or activity. The Contractor understands that the Coalition and the United States has the right to seek judicial enforcement of the assurances.

BB. Davis-Bacon Act, As Amended (40 U.S.C. 276a, et.seq.)

When required by Federal program legislation, (all prime construction contracts in excess of \$2,000 awarded by the Coalition) the Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics

at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The recipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The recipient must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must 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 or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

Where applicable, (all construction or repair contracts awarded by the Coalition in excess of \$2,000) the Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by the Department of Labor (29 CFR Part 3), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must 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 or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

DD. Bird Anti-Lobbying Certification (31 U.S.C. 1352)

If this Contract is in excess of \$100,000, the Contractor must comply with federal laws that restrict lobbying including the Bird Anti-Lobbying Amendment [31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 (to be codified at 2 U.S.C. § 1601, et seq.)]. The Contractor shall also file the certification form required by 49 CFR part 20, "New Restrictions on Lobbying."

Each tier (Contractor) certifies to the tier above (Coalition) that it will not and has not used the Contract funds to pay for any federal-level lobbying activities. Prohibited activities include any person or organization paid for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with respect to this Contract. 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.

EE. Contract Work Hours and Safety Standards Act

Where applicable, (all contracts awarded by the Coalition in excess of \$2,000 for construction, repairs and improvements and all contracts awarded by the Coalition in excess of \$100,000 that involve the employment of mechanics or laborers) the Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible

provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

FF. Procurement of Recovered Materials

The Contractor agrees that any non-Federal entity that is a state agency or agency of a political

subdivision of a state and its contractors, must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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**Attachment B:
Winning Proposal**

Table of Contents

Mandatory Attachment A	2
Proposer's Technical Qualifications	3
a) Proposer's organization, size, and structure	3
b) Prior IT Managed Service experience	4
c) Number of years in business.....	5
d) Minority Business Enterprise Certification	5
e) Any additional industry recognized awards/certifications	6
f) Staff credentials, experience	6
g) References:	8
Price for Work to be Performed	11
Mandatory Attachments C-M	12

Attachment A

PROPOSAL COVER PAGE

1. Name of Organization: Inspired Technologies of North Florida, Inc. dba Inspired Technologies, Inc.
2. Address: 3058 Highland Oaks Terrace, Tallahassee, Florida 32301
3. Contact Person: David Wright
4. Title of Contact Person: COO
5. Telephone Number: 850-402-3704
6. Email: dwright@inspired-tech.net
7. Federal Employer ID No.: 01-0746858
8. The Proposers organization operates as: an individual, a partnership, a public agency (specify):
Florida a corporation incorporated under the laws of the State of
Florida 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

2/27/23

Date

Craig Goodson

Name (Print)

CEO

Title (Print)

Proposer's Technical Qualifications

a) Proposer's organization, size, and structure

Inspired Technologies will adopt a proven methodology for addressing the Information Technology support needs of your organization. Although we are a support company of over 70 employees, we will assign a group of Network Support professionals, consisting of Tier 1 Help Desk Analysts, Advanced Network Administrators, and Senior IT Executives to your organization. This group possesses an in-depth understanding of your current users, infrastructure, applications, network topology, and core mission of the Early Learning Coalition of Northwest Florida. An account manager will be appointed to facilitate communication and coordination between Inspired Technologies and the Coalition management, ensuring the successful execution and reporting of IT strategic initiatives.

Our team of dedicated technology professionals will carry out all tasks specified in Section 3.2 of the RFP, in addition to proactively monitoring the network for internal and external threats. Furthermore, Inspired Technologies will provide emergency contact details for accessing technicians outside of standard business hours.

At Inspired Technologies, we specialize in simplifying complex applications and driving organizational transformation through the application of technology. We are committed to offering high-quality IT support services that streamline processes, increase efficiency, and drive transformation through technology.

We offer a range of services to assist your organization, including:

- **Project Management** - The successful implementation of applications requires staffing, scheduling, resource coordination, careful monitoring, contingency planning, change control, and crisis resolution. Inspired Technologies can take charge or provide support at any level of project management.
- **Technical Consulting** - Our consultants possess comprehensive training in all aspects of enterprise applications, and their real-life experience provides the necessary background to perform successful implementations, upgrades, modifications, and conversions.
- **System Administration** - Inspired Technologies will install, maintain, and configure your enterprise environment for optimal efficiency, security, and information resource protection.
- **End-User Support** - Our support teams offer all levels of end-user support. We understand that ineffective support can be more costly than expensive Tier 1 and Tier 2 end-user support. Our teams have real insight into the end-user experience, enabling them to quickly pinpoint the root cause of problems, increase first call resolution rates, reduce overall call time and volume, and get users back to optimal productivity faster.

- **CIO Level Support** - Our Senior Network Consultants and Engineers can provide your organization with technical insight into business decisions. We take the time to understand your business needs and weigh your options while keeping in mind the need for data integrity, security, and confidentiality. Our solutions provide increased efficiencies and peace of mind.

We strive to provide your organization with technical insight, enabling you to make informed business decisions. Our Senior Network Consultants and Engineers will work closely with you to understand your business needs, and provide solutions that offer increased efficiencies, data integrity, security, and confidentiality.

Our all-inclusive approach to technology will enable the Early Learning Coalition of Northwest Florida to look toward the future and serve customers more efficiently, without losing focus on your core mission. Although we are open to a hybrid solution, we plan to serve as the Coalition's CIO, Network Administration, Network Security, Help Desk, and IT Project Management team, providing a single point of contact for all technical needs. Additionally, our Wireless Services and Infrastructure Services groups offer additional expertise, providing added value to your organization when required.

In summary, Inspired Technologies is committed to delivering top-notch IT support services to your organization, leveraging our experience and expertise to streamline processes, increase efficiency, and drive transformation through technology.

b) Prior IT Managed Service experience

Inspired Technologies has been working closely with Early Learning Coalitions for over a decade, which has given us valuable insights into the unique daily needs of organizations like yours. This knowledge provides us with a key competitive advantage over our competitors, allowing us to hit the ground running and provide high-quality support from day one.

Our commitment to learning our customers' business processes allows us to help them make better decisions when it comes to IT. While we have an in-depth understanding of Early Learning Coalitions, including the Early Learning Coalition of Northwest Florida, we recognize that each organization is unique and requires a tailored approach.

We work closely with our customers to create and maintain an IT environment that is secure, easy to manage, and supports their mission and goals. Our team, from first-level technicians to seasoned consultants, is always available to provide expert technical support and advice.

Upon winning this RFP, Inspired Technologies will conduct a thorough re-evaluation of the network infrastructure and schedule any long-term projects that may benefit the Early Learning Coalition of Northwest Florida. Our consultants will review how ELCNWF staff interfaces with technology, recommend efficiency gains in business processes from an IT standpoint, and review any policies and procedures related to IT.

The Help Desk at Inspired Technologies has Tier 1, Tier 2, and Tier 3 technicians available during standard business hours. You can reach this team via phone or email, and we will create a support ticket to resolve your issues promptly. Our typical response time is under two hours, but for business-critical issues, you can call directly to our Help Desk for immediate assistance. We also provide access to local technicians who can provide on-site assistance if required.

Our primary goal at Inspired Technologies is to ensure that your network infrastructure aligns with our proven templates, providing a secure and efficient IT environment for your employees. We recommend setting up a standing meeting between our consulting team and the management or executive team at ELCNWF, which allows us to present the current status of ongoing projects and hear any feedback from the executive staff. We recommend holding consulting meetings at least quarterly, ideally monthly.

One of the things that sets us apart from our competitors is our all-inclusive agreements, which cover our customers regardless of the volume of tickets, number of phone calls, or hours required to support their managed services needs. This approach motivates us to keep your environment running smoothly, ensuring that we resolve issues properly instead of providing "band-aid fixes." Our team will work together to help resolve recurring issues, so you can focus on what matters most - your core mission.

Please refer to section (g.) below for examples of similarly sized environments that we proudly support at Inspired Technologies.

c) Number of years in business

Inspired Technologies is a well-established managed services company headquartered in Tallahassee, Florida with over two decades of experience providing outstanding support to our valued customers. Since our inception in **2002**, we have remained committed to delivering top-notch IT services that streamline processes, increase efficiency, and drive transformation through technology. Our success over the past **20 years** is a testament to our dedication and expertise, and we look forward to continuing to support our clients with the same level of excellence in the years to come.

d) Minority Business Enterprise Certification

- N/A

e) Any additional industry recognized awards/certifications

- 2018 Fastest Growing Companies in Florida
- 2019 Inc. 500 Fastest Growing Technology Companies in America
- Member of Tallahassee Chamber of Commerce
- Member of the Wakulla County Chamber of Commerce
- Board Member Tallahassee Technology Alliance
- Board Member Florida Technology Council
- Premier Diamond Annual Partner Florida Sheriff's Association
- Premier Diamond Annual Partner Florida Association of Counties
- National Program Partner Provider for the National Sheriffs' Association
- Endorsed IT Provider by the Florida Sheriff's Association
- Endorsed IT Provider by the Florida Association of Counties

f) Staff credentials, experience

Our team of experienced and certified consultants at Inspired Technologies is equipped to meet the demands of today's rapidly changing IT environment. We have a range of certifications, including:

- Cisco Certified Network Associate (CCNA)
- VMware
- A+, Network Plus, Security +
- Microsoft Certified Professional (MCP)
- Microsoft Certified Systems Administrator (MCSA)
- Microsoft Certified Systems Engineer (MCSE)
- CJIS Level IV Certification
- Oracle DBA and OCA Apps Certified
- Certified Project Managers (PMP)

We understand that technical issues can arise at any time, which is why employees of ELCNWF will have unlimited access to our Help Desk team for immediate remediation. In cases where onsite assistance is required, we will provide access to local technicians. For large-scale deployments or projects, our team of technicians can be dispatched to assist as needed. Our goal is to ensure that your IT infrastructure operates seamlessly so that you can focus on your core mission.

Below are a few select positions and staff members that will be available to support your environment:

Technical Support Staff Members, Help Desk Technicians - At Inspired Technologies, we understand that organizations have unique daily needs, and we strive to provide personalized support to help our customers succeed. As we have been supporting Early Learning Coalitions for years, including the Early Learning Coalition of Northwest Florida, we have a deep understanding of the specific requirements of such organizations. This knowledge is shared with our Help Desk staff, who take the time to understand your business processes to provide the most effective solutions. By gaining insight into your daily functions, we can make informed decisions about upgrades, enhancements, or strategic planning, ultimately improving your overall IT infrastructure. Our Help Desk is always available to address daily issues, ensuring that your operations run smoothly and efficiently.

Brian Pratt, Senior Network Consultant - Mr. Pratt has been with our company for the past four years and is a highly skilled network engineer and consultant with extensive expertise in Microsoft Server products, including SQL and Exchange, as well as Microsoft Azure and Office 365 Platforms. He is also well-versed in advanced network troubleshooting, server and storage maintenance, and backup and recovery across multiple platforms. In addition, Mr. Pratt excels under pressure and is a valuable member of our Tier 3 team.

Kevin Janes, Senior Network Consultant - Mr. Janes is a highly experienced network consultant who has been providing advanced network support to our customers for the past eight years. He specializes in network engineering, router support, advanced network troubleshooting, and advanced Cisco CallManager support. Mr. Janes has an outstanding track record of providing superior technical support and always greets every project with enthusiasm and the utmost professionalism. He is an invaluable member of our team and is dedicated to ensuring that our customers' networks run smoothly and efficiently.

Jason Domico, Network Technician - Mr. Domico has been providing exceptional technical support to our customers for the past five years. He possesses extensive knowledge and understanding of the network at ELCNWF and has developed a deep understanding of the employees and their specific IT needs. With his expertise, Mr. Domico can provide tailored solutions to resolve any technical issue that may arise. His experience and dedication to his work make him a valuable asset to the team at Inspired Technologies.

g) References:

Client References

Early Learning Coalition of the Big Bend

ELC of the Big Bend is an Early Learning Coalition that serves Leon, Wakulla, Gadsden, Taylor, Madison, Jefferson, and Liberty Counties. Their network is similar to that of the ELC Northwest and covers multiple counties, with remote access to in-house and cloud-hosted systems. The network comprises approximately 200 devices, including workstations, laptops, servers, printers, VoIP phones, network equipment, and security devices.

We provide server and workstation maintenance, patch management, security management, help desk support, end-user training, IT policy and procedure enforcement, and board-level reporting. We strive to provide comprehensive and proactive support that ensures their technology infrastructure is running smoothly and efficiently, enabling them to focus on their core business objectives.

Liz Murphy – CEO
850-552-7346
lmurphy@elcbigbend.org

CareerSource Capital Region

CareerSource Capital Region is a CareerSource board that serves the counties of Wakulla, Gadsden, and Leon, and is home to over 600 networked devices including servers, workstations, printers, and IP telephony devices. Our scope of work includes all aspects of IT, such as Server and Workstation Maintenance, Patch Management, Security Management, Cisco Call Manager and Unity management, Help Desk Calls, End-User Training, IT policy and procedure enforcement, and Board level reporting.

Their network environment currently consists of 175 Window 10 Professional workstations and 14 Windows Servers, which we proficiently manage to ensure peak performance and minimal downtime. We have successfully completed various projects for them, such as the migration of their on-premises email to Microsoft 365, migration of their files to Microsoft SharePoint and OneDrive, and installation and configuration of an updated Cisco Call Manager phone system.

Jim McShane – CEO
850-617-4601
jim.mcshane@careersourcecapitalregion.com

CareerSource North Florida

CareerSource North Florida (CSNF) is a regional CareerSource board that serves several counties, including Hamilton, Jefferson, Lafayette, Madison, Suwannee, and Taylor. They currently have over 250 networked devices, including servers, workstations, printers, and IP telephony devices.

We provide comprehensive IT support services, including Server Maintenance, Workstation Maintenance, Patch Management, Security Management, Help Desk Calls, End-User Training, enforcement of IT policies and procedures, and Board level reporting to help them remain efficient, secure, and reliable.

Their network environment consists of 175 Window 10 Professional workstations and multiple Windows Servers, which we manage and maintain to minimize downtime and ensure productivity. We have successfully completed many projects for CSNF, such as migrating their on-premises email to Microsoft 365 and migrating their files to Microsoft SharePoint and OneDrive.

Diane Head - Executive Director
850-973-9675
Diane.Head@CareerSourceNorthFlorida.com

American Federation of State, County & Municipal Employees (AFSCME)

The American Federation of State, County & Municipal Employees (AFSCME) is the nation's largest and fastest-growing public services employee union, headquartered in Tallahassee, Florida. Inspired Technologies has been supporting their network and employees for the past four years, providing comprehensive IT support services and technical guidance to help them remain efficient, secure, and reliable.

Lisa Shannon – Business Manager
850-222-0842
busmanager@afscme.org

Florida Sheriff's Association

The Florida Sheriffs Association is a non-profit 501(c)(3) corporation consisting of the 67 sheriffs of Florida, in addition to over 100,000 citizens, business leaders, and law enforcement officers across the state. Inspired Technologies has had the privilege of working with FSA for the past five years, providing Tier 1, 2, and 3 technical support, as well as CIO-level guidance.

Our experienced team of technicians and consultants have provided FSA with expert assistance in maintaining and securing their IT environment. Our services have included server maintenance, workstation maintenance, patch management, security management, and end-user training. Additionally, we have worked closely with FSA to develop and enforce IT policies and procedures, as well as to provide board level reporting to ensure that their IT infrastructure remains efficient, secure, and reliable.

Sarrah Glassner – Deputy Executive Director of Administration
850-877-2165
sglassner@flsheriffs.org

Bank/Credit References

Capital City Bank

Justin Forehand – Vice President – Business Banker
850-402-8516

Lawsuits filed against the Coalition

- None - N/A

Price for Work to be Performed

Inspired Technologies will look to begin invoicing at **\$8,000.00** per month for Information Technology Consulting at the start of this agreement. This monthly figure will be an inclusive cost for all requested tasking in Section 3.2 (Information Technology Support Services RFP #ELCNWF 2023-01). The inclusive cost covers all existing locations with no additional travel costs required. Above and beyond the required tasking in Section 3.2, Inspired will provide on behalf of the Coalition:

- Executive Level IT Guidance
- Represent the Coalition to State IT entities as needed
- Provide Staff Training as needed
- Provide IT representation in internal management meeting as needed
- Perform thorough assessment of current environment and make specific recommendations regarding current state as compared to both industry and State of Florida best practices.
- Complete Help Desk Services (Tiers 1, 2, and 3)
- Take on responsibility as the Information Security Officer for both internal Business Continuity Planning and for State System Access as required by Florida Statue, if deemed appropriate by the Coalition

Price to perform the work for:

1. Fiscal year ending June 30, 2023.
 - o **\$8,000.00 per month x 12 months = \$96,000.00**
2. Fiscal year ending June 30, 2024.
 - o **\$8,400.00 per month x 12 months = \$100,800.00**
3. Fiscal year ending June 30, 2025.
 - o **\$8,820.00 per month x 12 months = \$105,840.00**

Mandatory Attachments C-M

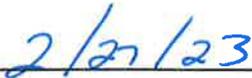
Attachment C

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

Craig Goodson

Name (Print)

CEO

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: Inspired Technologies, Inc.

ADDRESS: 3058 Highland Oaks Terrace, Tallahassee, FL 32301

CONTACT PERSON: David Wright

TITLE OF CONTACT PERSON: COO

TELEPHONE NUMBER: 850-402-3704

EMAIL: dwright@Inspired-tech.net

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

2/27/23

Date

Craig Goodson

Name (Print)

CEO

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

2/27/23

Date

Craig Goodson

Name (Print)

CEO

Title (Print)

Attachment F

STATEMENT OF NO INVOLVEMENT

I, Craig Goodson, as an authorized representative of
Inspired Technologies, Inc., 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

2/27/23

Date

Craig Goodson

Name (Print)

CEO

Title (Print)

**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

2/27/23

Date

Craig Goodson

Name (Print)

CEO

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 Early Learning Coalition of Northwest Florida
(print name of the public entity)

by Craig Goodson
(print individual's name and title)

for Inspired Technologies, Inc.
(print name of entity submitting sworn statement)

whose business address is 3058 Highland Oaks Terrace, Tallahassee, FL 32301

and (if applicable) its Federal Employer Identification Number (FEIN) is 01-0746858
(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]

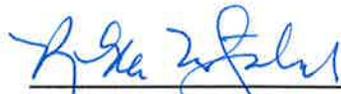
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM 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 27th day of February 20 23

Personally know:
OR produced identification: _____
Type of identification: _____

Notary Public - State of: Florida
My commission expires: 1/22/2025


(Printed typed or stamped
Commissioned name of notary public)



Attachment I

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

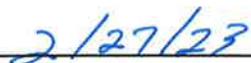
The undersigned certifies, to the best of his or her knowledge and belief, that:

- 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

Craig Goodson

Name (Print)

CEO

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, Craig Goodson, the undersigned, in representation of Inspired Technologies, Inc., 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

2/23/27

Date

Craig Goodson

Name (Print)

CEO

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

Craig Goodson

Name (Print)

2/23/23

Date

CEO

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 Office'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).



Signature of Authorized Representative

2/27/23

Date

Craig Goodson

Name (Print)

CEO

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.
 - 2.10 Comply with the requirements in 2 CFR part 376, Non-procurement, Debarment and Suspension.
 - 2.11 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-procurementr-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 (FAPIS) 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

Craig Goodson

Name (Print)

CEO

Title (Print)



Attachment C: Scoring Documents

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: _____

COMPONENT 1

Price for work to be performed:

- A. Fiscal year ending June 30, 2023.**
- B. Fiscal year ending June 30, 2024.**
- C. Fiscal year ending June 30, 2025.**

Compare each Proposal’s price. Award points as follows:

Proposal with the overall lowest price	awarded 1000 points
Proposal with the next overall lowest price	awarded 900 points
Proposal with the next overall lowest price	awarded 800 points
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Comments:

POINTS AWARDED (Maximum is 1000)

POINTS _____/1000

COMPONENT 2

Proposer Qualifications and Understanding of Work to be Performed:

- A. Proposer’s organization, size and structure.**
- B. Prior IT Services experience.**
- C. Number of years in business.**
- D. Minority Business Enterprise Certification.**
- E. Any additional industry recognized awards/certifications.**

- F. Staff credentials, experience**
 - Average tenure with organization
- G. References:**
 - Professional and client

Compare each Proposer’s qualifications and understanding of work to be performed.

Award points as follows:

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POINTS ____/1000

Scope Components	Points
Component 1 – Price for work to be performed	/1000
Component 2 – Proposer Qualifications and Understanding	/1000

Total Points

_____ **/2000**

I have independently reviewed and scored this proposal

Signature of Reviewer

Date

Name (Print)

Title (Print)

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Component 2 – Proposer Qualifications and Understanding	/1000

Total Points _____ **/2000**

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Signature of Reviewer

Date

Name (Print)

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Attachment O

QUALITATIVE EVALUATION CRITERIA - FOR COALITION USE ONLY

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NAME OF ORGANIZATION: _____

ADDRESS: _____

CONTACT PERSON: _____

TITLE OF CONTACT PERSON: _____

TELEPHONE NUMBER: _____

EMAIL: _____

COMPONENT 1

Price for work to be performed:

- A. Fiscal year ending June 30, 2023.**
- B. Fiscal year ending June 30, 2024.**
- C. Fiscal year ending June 30, 2025.**

Compare each Proposal’s price. Award points as follows:

Proposal with the overall lowest price	awarded 1000 points
Proposal with the next overall lowest price	awarded 900 points
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Proposal with the next overall lowest price	awarded 400 points
Proposal with the next overall lowest price	awarded 300 points
Proposal with the next overall lowest price	awarded 200 points
Proposal with the next overall lowest price	awarded 100 points

Comments:

POINTS AWARDED (Maximum is 1000)

POINTS _____/1000

COMPONENT 2

Proposer Qualifications and Understanding of Work to be Performed:

- A. Proposer’s organization, size and structure.**
- B. Prior IT Services experience.**
- C. Number of years in business.**
- D. Minority Business Enterprise Certification.**
- E. Any additional industry recognized awards/certifications.**

- F. Staff credentials, experience**
 - Average tenure with organization
- G. References:**
 - Professional and client

Compare each Proposer’s qualifications and understanding of work to be performed.

Award points as follows:

- Proposal with the overall best qualifications and understanding awarded 1000 points
- Proposal with the next overall best qualifications and understanding awarded 900 points
- Proposal with the next overall best qualification and understanding awarded 800 points
- Proposal with the next overall best qualifications and understanding awarded 700 points
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- Proposal with the next overall best qualifications and understanding awarded 200 points
- Proposal with the next overall best qualifications and understanding awarded 100 points

Comments:

POINTS AWARDED (Maximum is 1000)

POINTS ____/1000

Scope Components	Points
Component 1 – Price for work to be performed	/1000
Component 2 – Proposer Qualifications and Understanding	/1000

Total Points

_____ /2000

I have independently reviewed and scored this proposal

Tami Valdez

Signature of Reviewer

Date

Name (Print)

Title (Print)

Attachment O

QUALITATIVE EVALUATION CRITERIA - FOR COALITION USE ONLY

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NAME OF ORGANIZATION: _____

ADDRESS: _____

CONTACT PERSON: _____

TITLE OF CONTACT PERSON: _____

TELEPHONE NUMBER: _____

EMAIL: _____

COMPONENT 1

Price for work to be performed:

- A. Fiscal year ending June 30, 2023.**
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Proposal with the next overall lowest price	awarded 300 points
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Comments:

POINTS AWARDED (Maximum is 1000)

POINTS _____/1000

COMPONENT 2

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- Proposal with the next overall best qualifications and understanding awarded 300 points
- Proposal with the next overall best qualifications and understanding awarded 200 points
- Proposal with the next overall best qualifications and understanding awarded 100 points

Comments:

POINTS AWARDED (Maximum is 1000)

POINTS ____/1000

Scope Components	Points
Component 1 – Price for work to be performed	/1000
Component 2 – Proposer Qualifications and Understanding	/1000

Total Points

_____ /2000

I have independently reviewed and scored this proposal

Tami Valdez

Signature of Reviewer

Date

Name (Print)

Title (Print)

Attachment O

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NAME OF ORGANIZATION: Digital Boardwalk
ADDRESS: 1457 N. 9th Ave., Pensacola, FL 32503
CONTACT PERSON: Kathleen Sheep
TITLE OF CONTACT PERSON: Chief Revenue Officer
TELEPHONE NUMBER: 850-294-8665
EMAIL: kathleen.sheep@digitalboardwalk.com

COMPONENT 1

Price for work to be performed:

- A. Fiscal year ending June 30, 2023.**
- B. Fiscal year ending June 30, 2024.**
- C. Fiscal year ending June 30, 2025.**

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Proposal with the overall lowest price	awarded 1000 points
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Proposal with the next overall lowest price	awarded 400 points
Proposal with the next overall lowest price	awarded 300 points
Proposal with the next overall lowest price	awarded 200 points
Proposal with the next overall lowest price	awarded 100 points

Comments:

This is the highest cost of all bids and based on my experience seems ~~exorbitant~~ exorbitant for the size of the organization.

POINTS AWARDED (Maximum is 1000)

700

POINTS ____/1000

COMPONENT 2

Proposer Qualifications and Understanding of Work to be Performed:

- A. Proposer’s organization, size and structure.**
- B. Prior IT Services experience.**
- C. Number of years in business.**
- D. Minority Business Enterprise Certification.**
- E. Any additional industry recognized awards/certifications.**

- F. Staff credentials, experience**
 - Average tenure with organization
- G. References:**
 - Professional and client

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- Proposal with the next overall best qualifications and understanding awarded 300 points
- Proposal with the next overall best qualifications and understanding awarded 200 points
- Proposal with the next overall best qualifications and understanding awarded 100 points

Comments: 32 employees; 50% have been w/ company for 3+ yrs; no ELC experience

POINTS AWARDED (Maximum is 1000)

700

POINTS ____/1000

Scope Components	Points
Component 1 – Price for work to be performed	/1000
Component 2 – Proposer Qualifications and Understanding	/1000

Total Points

1400 /2000

I have independently reviewed and scored this proposal

Renaee Reuntree
Signature of Reviewer

3/24/22
Date

Renaee Reuntree
Name (Print)

ELC NWFL, Secretary
Title (Print) Washington Co. Public
Library Director

Attachment O

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NAME OF ORGANIZATION: Gnosys Networks
ADDRESS: 3601 SW 2nd Ave, Ste. V., Gainesville, FL 32607
CONTACT PERSON: Jim Houston
TITLE OF CONTACT PERSON: CEO
TELEPHONE NUMBER: 352-870-2034
EMAIL: info@gnosys.net

COMPONENT 1

Price for work to be performed:

- A. Fiscal year ending June 30, 2023.**
- B. Fiscal year ending June 30, 2024.**
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Proposal with the next overall lowest price	awarded 100 points

Comments:

While this price is the lowest, it doesn't account for additional staff growth necessarily. Quote is based on ELC's current staffing level which could fluctuate over next 3 yrs.

POINTS AWARDED (Maximum is 1000)

1000

POINTS ____/1000

COMPONENT 2

Proposer Qualifications and Understanding of Work to be Performed:

- A. Proposer’s organization, size and structure.**
- B. Prior IT Services experience.**
- C. Number of years in business.**
- D. Minority Business Enterprise Certification.**
- E. Any additional industry recognized awards/certifications.**

- F. Staff credentials, experience**
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- Proposal with the next overall best qualifications and understanding awarded 300 points
- Proposal with the next overall best qualifications and understanding awarded 200 points
- Proposal with the next overall best qualifications and understanding awarded 100 points

Comments:

Only 3 full-time staff dedicated to technical support. Provide support for 2 other ELCs.
POINTS AWARDED (Maximum is 1000)
 POINTS 800 /1000

Scope Components	Points
Component 1 – Price for work to be performed	/1000
Component 2 – Proposer Qualifications and Understanding	/1000

Total Points

1800 /2000

I have independently reviewed and scored this proposal

Renaë Rountree
Signature of Reviewer

3/24/23
Date

Renaë Rountree
Name (Print)

ELC NWFL Board Secretary
Title (Print)

Attachment O

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NAME OF ORGANIZATION: Inspired Technologies
ADDRESS: 3058 Highland Oaks Terrace, Tallahassee, FL 32301
CONTACT PERSON: David Wright
TITLE OF CONTACT PERSON: CEO
TELEPHONE NUMBER: 850-402-3704
EMAIL: dwright@inspiredtech.net

COMPONENT 1

Price for work to be performed:

- A. Fiscal year ending June 30, 2023.**
- B. Fiscal year ending June 30, 2024.**
- C. Fiscal year ending June 30, 2025.**

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Proposal with the next overall lowest price	awarded 400 points
Proposal with the next overall lowest price	awarded 300 points
Proposal with the next overall lowest price	awarded 200 points
Proposal with the next overall lowest price	awarded 100 points

Comments:

The flat rate price allows for fluctuation in staffing levels and equipment levels.

POINTS AWARDED (Maximum is 1000)

800

POINTS _____/1000

COMPONENT 2

Proposer Qualifications and Understanding of Work to be Performed:

- A. Proposer’s organization, size and structure.**
- B. Prior IT Services experience.**
- C. Number of years in business.**
- D. Minority Business Enterprise Certification.**
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Compare each Proposer’s qualifications and understanding of work to be performed.

Award points as follows:

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- Proposal with the next overall best qualifications and understanding awarded 400 points
- Proposal with the next overall best qualifications and understanding awarded 300 points
- Proposal with the next overall best qualifications and understanding awarded 200 points
- Proposal with the next overall best qualifications and understanding awarded 100 points

Comments: handle IT for much larger entities, supports an ELC and also currently supports our ELC (NWFL) (Big Bend)

POINTS AWARDED (Maximum is 1000)

1000

POINTS ____/1000

Scope Components

Points

Component 1 – Price for work to be performed	/1000
Component 2 – Proposer Qualifications and Understanding	/1000

Total Points

1800 /2000

I have independently reviewed and scored this proposal

Renaë Rountree
Signature of Reviewer

3/24/23
Date

Renaë Rountree
Name (Print)

ELCNWFL Board Secretary
Title (Print)

Attachment O

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NAME OF ORGANIZATION: Zypha Corporation
ADDRESS: 779 Tamiami Trail # 3, Port Charlotte, FL 33953
CONTACT PERSON: Darryl Keys
TITLE OF CONTACT PERSON: President & CEO
TELEPHONE NUMBER: 941-629-9742
EMAIL: dkeys@zypha.com

COMPONENT 1

Price for work to be performed:

- A. Fiscal year ending June 30, 2023.**
- B. Fiscal year ending June 30, 2024.**
- C. Fiscal year ending June 30, 2025.**

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Proposal with the next overall lowest price	awarded 400 points
Proposal with the next overall lowest price	awarded 300 points
Proposal with the next overall lowest price	awarded 200 points
Proposal with the next overall lowest price	awarded 100 points

Comments:

This is for 48 employees at ELC. What happens if it changes?

POINTS AWARDED (Maximum is 1000)

900

POINTS _____/1000

COMPONENT 2

Proposer Qualifications and Understanding of Work to be Performed:

- A. Proposer’s organization, size and structure.**
- B. Prior IT Services experience.**
- C. Number of years in business.**
- D. Minority Business Enterprise Certification.**
- E. Any additional industry recognized awards/certifications.**

- F. Staff credentials, experience**
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- G. References:**
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- Proposal with the next overall best qualifications and understanding awarded 300 points
- Proposal with the next overall best qualifications and understanding awarded 200 points
- Proposal with the next overall best qualifications and understanding awarded 100 points

Comments: supports an ELC currently; wide range of clients including non-profits; concerned about cloud solution based in Tampa data center (hurricanes?) 900

POINTS AWARDED (Maximum is 1000)

POINTS ____/1000

Scope Components	Points
Component 1 – Price for work to be performed	/1000
Component 2 – Proposer Qualifications and Understanding	/1000

Total Points

1800 /2000

I have independently reviewed and scored this proposal

Renaë Rountree
Signature of Reviewer

3/24/23
Date

Renaë Rountree
Name (Print)

ELC/NWFL Board Secretary
Title (Print)