

RFP # 2023- AU

Request for Proposals for: AUDITING AND TAX SERVICES

ISSUED ON APRIL 20, 2023
SERVICES STARTING JULY 1, 2023 THROUGH JUNE 30, 2024
WITH TWO POTENTIAL RENEWALS
RESPONSES DUE BY: MAY 18, 2023
NO LATER THAN 12:00 P.M., COALITION TIME

RESPONSES DUE TO:

EARLY LEARNING COALITION OF LAKE COUNTY
ATTN. **PROCUREMENT** RE: **RFP#2023-AU**
PHYSICAL ADDRESS: 1300 CITIZENS BLVD. STE. 206 | LEESBURG, FL 34748
MAILING: 1300 CITIZENS BLVD. STE. 206 | LEESBURG, FL 34748

ANY ALTERATION OF THE LANGUAGE OF THIS RFP OR ANY REPRESENTATION OF MODIFIED LANGUAGE AS THE OFFICIALLY RELEASED RFP WILL NOT BE PERMITTED AND WILL BE SUFFICIENT CAUSE FOR REJECTION OF A PROPOSAL. IN CASE OF ANY DISPUTE CONCERNING THE TERMS OR LANGUAGE IN THIS DOCUMENT, THE COALITION PRINTED FILE COPY OF THIS RFP WILL PREVAIL. **PLEASE REFER TO RFP #2023-AU.**

Early Learning Coalition of Lake County
Request for Proposals (RFP) to Provide Audit and Tax Services

I. INTRODUCTION

The LAKE COUNTY SCHOOL READINESS COALITION, INC. d/b/a EARLY LEARNING COALITION OF LAKE COUNTY (Coalition) located at 1300 Citizens Blvd., Ste. 206, Leesburg, FL, 34748 will accept Proposals with Statements of Qualifications from Certified Public Accounting (CPA) firms for auditing and tax services (990 forms) from qualified CPA firms serving the Central Florida area. Please consider this communication a formal Request For Proposals (RFP), responses to which will be used to determine the best-qualified firm for these services and will be the basis for negotiating a contract.

The Coalition is a not-for-profit corporation organized under the laws of the state of Florida, and has been determined exempt by the Internal Revenue Service under the provisions of IRS Code, Section 501(c)(3). The Florida Division of Early Learning has certified the Coalition as a local early learning coalition for the purposes of implementing programs authorized by Florida Statute Chapter 1002. Our principal function is the provision of oversight, and policy guidance to the early childhood School Readiness and Voluntary Prekindergarten Education systems in Lake County, Florida.

Services estimated to begin July 1, 2023 through June 30, 2024, and possible renewals to include fiscal years ending on June 30, 2024, and June 30, 2025.

Renewal: Any contract resulting from this RFP will be based on an initial one-year contract, with a possible two (2) options to renew. Renewals shall be contingent upon the availability of funds, satisfactory performance evaluations by the Coalition, and at the discretion of the Coalition. Renewal must be in writing and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. The price of the commodity or contractual service to be renewed must be specified in the bid, proposal, or reply, except that an agency may negotiate lower pricing. A renewal contract may not include any compensation for costs associated with the renewal.

II. STATEMENT OF WORK

I. General Information

The Coalition is a Florida non-profit 501(c) (3) corporation founded in 1999 to provide subsidized child care services in Lake County.

II. General Accounting Policies

The general accounting function of the Coalition is conducted in accordance with 2 C.F.R. Part 200; 45 C.F.R. Part 75; s. 1002.83-85 F.S.

The Coalition maintains a July 1st through June 30th fiscal year. The fiscal period was elected to

coincide with the fiscal year of the State of Florida, which is a major funding source for our organization.

The accrual method of accounting is utilized via a computerized General Ledger System primarily utilizing Abila MIP Fund accounting software. Revenue and expenses are segregated by either grant source or program and are subject to change from year to year, based upon funding source requirements.

The Coalition's General Ledger System consists of balance sheet accounts as well as revenue and expense accounts which are further subdivided into departments to fulfill the State of Florida Department of Children & Families costing and reporting requirements. There are also subsystems for Purchasing and Accounts Payable; Timekeeping and Payroll Disbursements; and Customer Accounting and Billing. These Financial Reporting Systems also contain and summarize data needed for various information and reporting requirements from its various funding sources and regulatory agencies.

III. Budget and Fiscal Operations Information

The Coalition funding sources for fiscal year ending June 30, 2022 were \$22,550,312 Federal Awards and State Financial Assistance. Our budget for the current 2022-23 fiscal year ending on June 30, 2023 is currently in excess of \$39 million. As a grantee of federal financial assistance exceeding \$500,000, we are subject to the single audit requirements of 2 CFR. Part 200.

IV. Length of Contract

As directed by the Board of Directors, this contract shall be for a period of 1 year, including the Fiscal Years ended 06/30/2023; and possible renewal for FYE 6/30/2024 and FYE 6/30/2025.

V. Service Requirements

The following list represents the desired services the Coalition wishes to secure from the successful bidder. While the bidder may not include any fewer services than listed, the bidder may propose additional services as separate line items in their proposal.

- a. Annual External Audit and Report including presentation to the Audit Committee and the Board of Directors,
- b. Preparation of the related Management Letter,
- c. Sufficient copies of the Audit for the Coalition's distribution to its various funding sources, lending institutions, etc.,
- d. Professional research and consultation regarding accounting issues on an as-needed basis throughout the contract period,
- e. The audit is required to be performed in accordance with the Federal and State Single Audit Acts,
- f. The audit is also required to include Supplementary Information and Other Reports and Schedules as required by its various funding sources, lending institutions, etc.,
- g. Annual Tax Return filings for Early Learning Coalition of Lake County.

We anticipate that we will be prepared for an audit entrance conference for fiscal year ending June 30, 2023, to be held no later than the first week of October 2023, with fieldwork to begin the following week. The draft audit report must be completed and delivered no later than November 23, 2023. The final audit report must be presented to the Coalition's Board of Directors no later than December 1, 2023 so that it may be delivered to our funding sources and the federal audit-clearing house no later than January 29, 2024. The final schedule for the contract and for potential renewals of the contract will be a negotiated part of the audit contract.

VI. Assistance to be provided to the Auditor and Report Preparation

The Coalition will be available during the audit to assist with the preparation of schedules; the provision of documentation and explanations; and will provide access to space, telecommunications and other peripheral equipment, including copiers/printers, as needed.

VII. Submission of Proposals

The Coalition invites all interested bidders to submit proposals in response to this RFP to provide audit services as further described in Section V above (**Please see Section IV for further details regarding the Solicitation Process**).

All proposals must include:

- a. A statement of interest, including an overview of the proposed services, capabilities and commitment to serve the auditing needs of the Coalition.
- b. Annual Cost of Services, including sufficient detail such as hourly rate by staffing level and expense reimbursements. Please note that pursuant to the State of Florida costing reimbursement requirements, the Coalition is limited in the amounts and types of expenses that are considered allowable reimbursable expenses.
- c. Client References served within the past 5 years.

VIII. Evaluation of Proposals and Awarding of Contract

While financial considerations will be a significant factor in evaluating proposals, it will not be the sole determining factor in the awarding of the contract. Proposals will be evaluated based upon the responsiveness to the request for proposal, relevant experience, availability of staff with professional qualifications and technical abilities, the results of external quality control reviews, overall firm quality, cost and benefit to the Coalition, and the bidder's capabilities to service the needs of the Coalition.

The Coalition reserves the right to reject any or all proposals.

IX. Compliance with the Law

The bidder shall comply with all Federal, State and local laws, rules and regulations applicable to the conduct of auditing services.

X. Nondiscriminatory Employment Practices

It is the policy of the Coalition to abide by the requirements of Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

XI. Bidder as Independent Contractor

The bidder agrees that their firm is an Independent Contractor and not an employee of the Coalition. As an Independent Contractor, the bidder agrees to be responsible for any payroll or withholding taxes and workers' compensation or other fringe benefits which may be required for it or its employees.

It is further expected that the professional staff to be employed on this engagement will be of the number and experience level as to be commensurate with the level of service being provided. Moreover, professional staff should be employed with the firm on a full-time basis and licensed to practice in the State of Florida.

The bidder further acknowledges that the Coalition is not liable for any expenses paid or incurred in the performance of the contract, unless otherwise agreed in writing.

XII. Assignment

The bidder shall not assign any interest in this agreement without prior written approval of the Coalition or its designated officer.

If the responding firm is a joint venture or consortium, the qualifications of each firm that is to serve should be included and the principal auditor should be noted. In such case the structure, duties, and responsibilities of each firm should be clearly delineated.

XIII. Governing Law

Any agreement or contract resulting from this RFP shall be construed to be in accordance with and governed by the laws of the State of Florida. Venue for any or all litigation relative to the formation, interpretation, and performance of said agreement shall be Lake County, Florida.

III. SCHEDULE OF EVENTS AND DEADLINES*

ACTIVITY	DATE	TIME	ADDRESS/METHOD
Request for Proposal Advertised	Thursday, April 20, 2023	COB	www.elclc.org/procurement2023.html (RFP# 2023-AU)
Intent to submit due to the Coalition	Thursday, April 27, 2023	COB	1300 Citizens Blvd., Ste. 206, Leesburg, FL 34748 or email to ddye@elclc.org
Written inquiries must be received by the Coalition	Thursday, April 27, 2023	COB	1300 Citizens Blvd., Ste. 206, Leesburg, FL 34748 or email to ddye@elclc.org
Coalition issues written responses to inquiries	Thursday, May 4, 2023	COB	Posted at: www.elclc.org/procurement2023.html (RFP# 2023-AU)
Sealed Proposals must be received by the Coalition	Thursday, May 18, 2023	12:00 PM	1300 Citizens Blvd., Ste. 206, Leesburg, FL 34748 or email to ddye@elclc.org
Proposals Opened	Monday, May 22, 2023	COB	1300 Citizens Blvd., Ste. 206, Leesburg, FL 34748
Meeting of Evaluation Committee	TBD	TBD	1300 Citizens Blvd., Ste. 206, Leesburg, FL 34748
Posting of intent to award/Protest Period	Within 24 hours after decision is reached	For 72 hours	1300 Citizens Blvd., Ste. 206, Leesburg, FL 34748 www.elclc.org/procurement2023.html
Approval by Board of Directors	Wednesday, June 7, 2023		1300 Citizens Blvd., Ste. 206, Leesburg, FL 34748
Anticipated effective date of Contract	July 1, 2023		

* Times and locations are subject to change. Applicants who have submitted a “*Notice of Intent to Submit*” will be notified of any changes made to the Schedule of Events. Changes will be posted at www.elclc.org.

Point of Contact:

The sole point of contact for purposes of this RFP is:

Denise Dye, Fiscal Specialist

Email: ddye@elclc.org

INFORMATION WILL NOT BE PROVIDED BY TELEPHONE. Any information received through oral communication shall not be binding on the Coalition and shall not be relied upon by any respondent.

IV. SOLICITATION PROCESS

Should you be interested in providing these services, please include the following information in your response:

A. Notice of Intent to Submit a Proposal

As a condition of submitting a proposal, vendors are required to submit a Notice of Intent to Submit a Proposal form (**Attachment A**) which shall set forth the name and address of the firm participating in this solicitation and which bears the original signature of an authorized agent of the Proposer no later than the date specified on Section III to the Point of Contact and address listed in Section III. The submission of the Notice of Intent is mandatory and will provide the Coalition with the address and contact person for each Proposer so that any notices of action can be forwarded appropriately. Failure to submit a Notice of Intent by the deadline may preclude a prospective Proposer from submitting a response for this solicitation and will render the proposer's reply non-responsive and will result in rejection of the respondent's proposal.

B. Firm Philosophy in Providing Services to Early Learning Coalitions

1. Provide a brief description of your CPA firm.
2. Provide the address of the local office from which the audit will be conducted.
3. Describe the engagements your firm currently has in the School Readiness and/or with non-profit entities similar in size and complexity to the Coalition. If partners or other employees serve in an advisory capacity on any School Readiness Coalition or other non-profit groups, please list such positions.
4. Describe your firm's hiring philosophy and the levels of individuals who will be assigned to this engagement. Specifically explain how your firm can provide continuity of staff on our audit.
5. Describe your firm's basic approach to performing an external audit and the resulting advantages, which will benefit our organization. You should identify how an audit engagement is planned and scheduled; the level of partner and manager commitment; quality control mechanisms; and other areas you feel are important that could set your company above the rest.

C. Audit Approach

1. Provide information regarding your understanding of the work to be performed and indicate the time estimates for each area of audit, including but not limited to systems and internal control documentation, tests of transactions, audit of financial statement numbers, audit report generation, tax filings, and/or other areas to be performed.

D. Scheduling and Staffing of Engagement

1. Identify the engagement team which will be performing our audit and include a resume of the qualifications and experience for partners, managers and seniors, including years on the job and relevant educational background of each individual to be assigned to the audit. This should include seminars and courses attended within the past three years.
2. Comment on the impact of transition on our organization and any additional charges for startup.
3. Indicate the expected timing and completion of the audit and the expected delivery of the draft and final audit reports.

E. Fees

1. Provide information regarding your audit fee for our audit of the Coalition including the estimated number of hours to be spent by each staff person and the expected rate per hour of each. State whether out-of-pocket expenses are included in your fee structure. Provide a separate Proposal to complete our Form 990 for the Coalition.
2. If you are able to provide your services for a fixed fee, state the fee and services included.
3. Must provide the costs for each year; a separate cumulative budget for the initial 1-year contract; and budgets for renewals for the 2nd and 3rd year.

F. References

1. Provide a list of clients of similar size and purpose as our organization.
2. Provide a list of a minimum of three clients we may contact. Clients listed should be of similar size and nature to our organization and be serviced by the same partner, manager and senior to be assigned to our audit. Please include specific contact name and telephone number with address, and the amount of dollars audited for a minimum of three nonprofit client references.
3. Provide a copy of your most recent peer review. Note: should your firm be selected and your 3-year peer review expire anytime during the engagement a new peer review documentation letter will be required prior to continued engagement or activation of options.
4. Disclose any disciplinary action taken within the last three years by the Florida State Board of Accountancy. If your firm has not been subject to disciplinary action, state "We have not been subject to disciplinary action within the last three years."

G. Other Information

1. Include any additional information not already requested that you consider essential to your response. If there is no additional information to include, in a blank sheet of paper write "There is no additional information we wish to present."
2. Please note that either party may cancel the audit engagement for the second and/or third year by written notice to the other party no later than February 1 of the year to be audited.
3. Please note a termination clause with or without cause must be included as part of this response.

4. Bidders should note that the issuance of this solicitation does not require the Coalition to enter into an agreement with any party. Further, the Coalition reserves the right to withdraw or change this request for Proposals at any time when doing so is in the best interest of the Coalition.

H. Format and Submission

1. Respondent(s) shall submit to the Coalition one (1) original and six (6) copies of the response each in a sealed envelope, as well as one (1) electronic copy of the response submitted on a compact disk/flash drive as PDF Files viewable in Adobe Acrobat Reader. The original and the application (Attachment A) and supporting documents should have the name of the respondent, and the designation "**Original**" clearly marked on the outside cover. Copies should be marked accordingly. The seven (7) envelopes should then be securely sealed in an envelope or other container and clearly labeled:

"RFP 2023-AU- Proposal for Audit and Tax Services."

2. The original response must contain original signatures **in blue ink** on the required forms. The original signature must be of the designated agent officially authorized to act as the contractual agent for the organization or collaborative partnership.
3. To be considered for evaluation, a respondent's Proposal must conform to the content and format requirements described herein. Responses must be at least 1.0 line-spaced or larger, use an eleven (11) point font type or larger, on 8.5 x11 white paper, with tabbed sections and in sealed envelopes. All supporting documentation or Exhibits shall be bound separately and clearly referenced. Only one original copy of the signed certifications and affidavits is needed. To conserve the environment, double-sided documents are permitted.
4. All supporting documents must directly relate to the Application being submitted. Proposals may not exceed 18 pages (excluding the budget pages and mandated signed documents and/or certifications).
5. Please submit your response to this RFP (by US Mail, courier, or hand delivery) no later than **12:00 pm on May 18, 2023**. Responses received after 12:00PM on this date will not be considered. **Submissions by email or facsimile will not be considered.**

Early Learning Coalition of Lake County

Attn. Procurement

Physical Address: 1300 Citizens Blvd., Suite 206
Leesburg, FL 34748

Mailing Address: 1300 Citizens Blvd., Suite 206
Leesburg, FL 34748

6. Application cover page (**Attachment B**) and all attachments and certifications (Attachments C-G) must be completed, signed and attached to the Proposal.

I. Inquiries

1. **All inquiries regarding this solicitation must be made in writing electronically (e- mail). Facsimiles will not be accepted. Inquiries must be received by the date on the Schedule of Events section.** Any information received through oral communication shall not be binding on the Coalition and shall not be relied upon by any respondent. Responses to questions will be posted on the Coalition's website: <http://www.elclc.org/procurement2023-html>.
2. Links to the location of replies may be emailed to the vendors who submitted an "Intent to Submit a Proposal" form, if requested. No further questions or requests for clarification regarding this RFP will be entertained after 5:00 pm (EST) on the last day for receipt of written inquiries set forth in Section III.
3. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the Coalition posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or Board Member concerning any aspect of this solicitation, except in writing to the Director of Finance or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

II. Cost of Preparation of Proposal

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

- K. Insurance.** The Respondent is required to maintain commercial insurance of such a type and with such terms and limits as may be reasonable associated with the resulting contract.
- L. License, Permits and Taxes.** The Proposer shall pay for all licenses, permits, and taxes required for this project. In addition, the Proposer shall comply with all federal, state and local codes, laws, ordinances, regulations and other requirements applicable to the work specified in this solicitation at no additional cost to the Coalition.

M. Special Provisions

1. Immigration and Nationalization Act. The Coalition shall consider the employment by any Respondent of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationalization Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for rejection of the proposal or, if subsequently discovered, for unilateral cancellation of the Contract.
2. Warranty of Authority. Each person signing the attachments and subsequent contract(s) warrants that he or she is duly authorized to do so and bind the respective party to the contract.
3. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
 - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submitting bids on leases of real property to a public entity;
 - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
 - transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.
 - any proposal received from a person or affiliate who has been placed on the convicted vendor list shall be rejected by the Coalition as an unresponsive proposal and shall not be further evaluated.
4. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
- i. submit a bid on a contract to provide any goods or services to a public entity;
 - ii. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - iii. submit bids on leases of real property to a public entity;
 - iv. be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
 - v. transact business with any public entity.
5. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so):
- i. The respondent is not currently under suspension or debarment by the State or any other governmental authority.
 - ii. To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
 - iii. Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
 - iv. The submission is made in good faith, prices and amounts -actual or approximate- have been arrived at independently and not pursuant to any consultation, agreement or discussion with, or inducement from, or disclosed to, any firm or person to submit a complementary or other noncompetitive response. Nor they will be disclosed before the opening of the proposals.
 - v. The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.

- vi. The respondent has fully informed the Coalition in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
 - vii. Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds has:
 - o within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - o within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
 - viii. The product offered by the respondent will conform to the specifications without exception.
 - ix. The respondent has read and understands the terms and conditions, and the submission is made in conformance with those terms and conditions.
 - x. If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the Coalition.
 - xi. The respondent shall indemnify, defend, and hold harmless the Coalition and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
 - xii. All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Coalition in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Respondent of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.
6. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Schedule of Events, the Coalition shall electronically post a notice of intended award at <http://www.elclc.org/procurement2023-html>. If the notice of award is delayed, in lieu of posting the notice of intended award the Coalition shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Coalition a notice of protest within 72 hours after the electronic posting. The Coalition shall not provide tabulations or notices of award by telephone. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes (F.S.), or failure to post the bond or other security required by

law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S. (Ss. 120.57(3)(a), and Ss. 287.042(2), F.S.).

7. Minor Irregularities/Right to Reject. The Coalition reserves the right to waive any minor irregularity, technicality, or omission and to accept or reject any and all bids, or separable portions thereof, if the Coalition determines that doing so will serve the State's best interests. The Coalition has, at its sole discretion, the absolute right to cancel, amend, modify, supplement or clarify this RFP solicitation at any time. The Coalition may reject any response not submitted in the manner specified by the solicitation documents.
8. Addenda. Any changes to the RFP or the contract documents will be done by an official written addendum issued by the Procurement Department. If any revisions to the solicitation become necessary or appropriate, as determined by the Coalition, the Coalition will electronically post the addenda to the Coalition's website www.elclc.org. It is the Proposer responsibility to check the Coalition website or contact the Coalition's *Point of Contact* for this solicitation before the RFP deadline to ascertain whether any addenda have been issued. Failure to do so and incorporate items required by addenda could result in a determination that the Proposal is non-responsive.

Any proposal that fails to incorporate all addenda will be deemed non-responsive.

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ATTACHMENT A

Notice of Intent to Submit a Proposal

Title of Proposal: **RFP #2023-AU- AUDITING AND TAX SERVICES**

Proposer Name

Services to be provided

Proposer FEID No. _____

Proposer Contact Person's Name and Title

Proposer Address

Telephone Number | Fax Number | Email Address | Website

Phone: _____ Fax _____ Email: _____

Website: _____

Name and email of Proposer's Project Director (if different from above)

Signature of Authorized Official* _____

FOR OFFICIAL USE ONLY

Name of Coalition Representative Receiving "INTENT TO SUBMIT A PROPOSAL" Form:

Date Received: _____ Time Received: _____

Delivery Method: Hand delivered to Coalition Received by US Mail/Fed Ex/UPS

*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, or Owner of the entity. A document establishing delegated authority must be included with the Proposal if signed by other than the president, chairman, or owner.

ATTACHMENT B

APPLICATION COVER SHEET

Early Learning Coalition of Lake County
RFP #2023- AU | Auditing and Tax Services |

of Pages included: _____

Date _____

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax Number: _____

Email Address: _____

Website Address: _____

Date Entity/Business Established (Mo/Year) _____

Fiscal Year End (month): _____

Type of Business:

Private, For-Profit ___ Private, Not-for-Profit ___ Public/Government _____

Other _____ Federal I.D. #: _____

Cost Summary:

Total Amount Quoted Year 1: \$ _____

Total Amount Quoted Year 2: \$ _____

Total Amount Quoted Year 3: \$ _____

Name/Position of Person Completing Application:

Email Address: _____

ATTACHMENT C

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of _____

_____ being first duly sworn deposes and says that:

1. He/she is the (Owner, Partner, Officer, Representative or Agent) of the Respondent that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly with any other Respondent, 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 Respondent, firm or person to fix the price or prices in the attached Proposal or any other Respondent or to fix any overhead, profit, or cost elements of the Proposal price or the Quote price of any other Respondent, or to secure through any collusion, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
5. The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

On this the _____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared _____

Enter name of individual(s) who appeared before notary and whose name(s) is/are subscribed to within the instrument and he/she/they acknowledge that he/she/they executed it.

Sworn to and subscribed before me this _____ day of _____ 2023.

Personally known _____ or produced identification _____

Notary Signature: _____

My commission expires: _____

(Seal)



RFP #2023-IT

ATTACHMENT D

STATEMENTS OF NO INVOLVEMENT and AUTHORIZATION

I, _____, as an
 _____ authorized (Name and Title)
 representative of _____, certify that
 _____ no (Name of Firm)
 member of this firm nor any person having interest or ownership in this firm has:

1. Been awarded a Contract by the Early Learning Coalition of Lake County, Inc. on a noncompetitive basis to perform a perform a feasibility study concerning the scope of work contained in this Solicitation; or
2. Participated in drafting this Solicitation; or
3. Developed a program for future implementation with specific subject matter contained in this Solicitation.

Furthermore, I attest that:

1. As signatory on this Proposal, I hereby certify that I have the authority to submit this application. I agree to abide by all conditions of this Solicitation and I certify that I have the authority to execute this Solicitation.
2. I further certify that the response is in compliance with the requirements of the RFP including, but not limited to, the certification requirements.
3. I further acknowledge that I know I had the right to object to the form of the RFP but I have submitted without objection.

Print Name of Authorized Official:

Title: _____

Signature of Authorized Official:

Date: _____

DISCLOSURE OF CONFLICT OF INTEREST

The award hereunder is subject to the provisions of 2 C.F.R. Part 200.112. Respondents must disclose with their bids whether any officer, director, employee or agent is also an officer or an employee of the Coalition, the State of Florida, or any of its agencies. All firms must disclose the name of any state officer, Board Member, or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent’s firm or any of its branches or affiliates.

All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Agency, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Agency in connection with this procurement.

The following persons are officers, director, employee, etc., of the Coalition who have a 5% interest in the Respondent’s firm:

The following persons are a state officer or employee who owns 5% or more in the Respondent’s firm:

The following persons have sought to influence the Coalition in this procurement on behalf of the Respondent.

The Respondent has had no person seeking to influence the Coalition in connection with this procurement.

***Authorized Signature**

***Authorized Signature (Printed), Title**

***This individual must have the authority to bind the Respondent.**

ATTACHMENT F

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS/SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987, Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Coalition cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification.
7. The Coalition may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

(1) The prospective contractor certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.

(2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

*Authorized Signature

*Authorized Name (Printed) and Title

*This individual must have the authority to bind the prospective Contractor.

ATTACHMENT G**CERTIFICATIONS AND ASSURANCES AFFIDAVIT**

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

APPLICATION ACCURACY

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

AUTHORITY FOR DATA COLLECTION – 45 CFR Part 98.10-12; ss. 1001.213, 1002.75 and 1002.82, F.S.

In performing its responsibilities, the Contractor hereby certifies and assures that it will fully comply with the following requirements.

I. Federal certifications – applicable to all entities**II. Federal or state-required assurances – applicable to OEL subrecipients**

- A. Assurances – Non-construction programs (OMB Standard Form SF 424 B)
- B. Assurances - construction programs (OMB Standard Form SF 424D), if applicable
- C. Assurances – The Transparency Act (as defined by 2 CFR Part 170)
- D. Other miscellaneous/general disclosures
- E. Assurance for proper expenditure reporting
- F. CCDF Salary Cap annual testing requirements
- G. Certification (ACORN) - prohibition for distribution of funds to the Association of Community Organization for Reform Now
- H. Certification regarding ELC status as a non-major corporation
- I. Certification of cost allocation plan or indirect cost rate proposal
- J. Certification regarding separation of VPK Education Program and SR Program funds (ss. 1002.71(1) and (7), F.S., 1002.89, F.S., and 45 CFR part 98.54)
- K. Certification regarding subrecipient monitoring
- L. Certification regarding immigration status
- M. Certification regarding standards of conduct
- N. Clean Air Act (42 USC 7401, et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
- O. Conflicts of Interest
- P. Contract Work Hours and Safety Standards Act
- Q. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)
- R. Davis Bacon Act, as amended (40 USC 276a, et seq.)
- S. DUNS number – Data Universal Numbering System
- T. Equal Employment Opportunity (EEO)
- U. Procurement of recovered materials
- V. Procurements and other purchases
- W. Property
- X. Purchase of American-Made Equipment and Products
- Y. System for Award Management (SAM) Unique Entity Identifier Requirements
- Z. Trafficking Victims Protection Act of 2000

III. Federal certifications – applicable to all entities

The following Certifications are hereby adopted and incorporated herein by reference as if fully set forth herein. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

FOR THOSE THAT REQUIRE SIGNATURE, SEE ATTACHED EXECUTED.

[Debarment Certification - Primary](#)

[Debarment Certification - Lower Tier](#)

[Environmental Tobacco Smoke Certification](#)

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

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

A. Assurances – non-construction programs – required by OMB Standard Form SF 424 B, see [SF-424B Non-construction Programs](#).

B. Assurances – construction programs – required by OMB Standard Form SF 424D, see [SF-424D Construction Programs. – IF APPPLICABLE](#)

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

C. "The Transparency Act" (as defined in 2 CFR Part 170)

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

HHS now requires this program award to adhere to the Transparency Act's Sub-award and Executive Compensation reporting requirements (as 2 CFR Part 170 defines). Under the Transparency Act, the grantee must report all sub-awards (as 2 CFR Part 170 defines) more than \$25,000, unless exempted. Please see the newly applicable Award Term for Federal Financial Accountability and Transparency Act at [the USDHHS ACF website](#).

D. Other Assurances – miscellaneous/general disclosures

As the ELC's duly authorized representative, I certify that the ELC –

1. Will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida DOE, the Florida DFS and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
2. Will cause the required financial and compliance audits to be performed in accordance with the Single Audit Act Amendments of 1996 and 2 CFR §200, Subpart F, *Audit Requirements*, and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.
3. Will establish safeguards to prohibit employees and board members from using their positions for a

purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receiving the awarding agency's approval.
5. Will administer each program covered by this agreement in accordance with all applicable laws, regulations, statutes, rules, policies, procedures and program requirements governing the program(s).
6. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.
7. Will submit such reports as described in Section D of this agreement to the Florida DOE, the U.S. DOE and the USDHHS to perform their duties. The ELC will maintain such fiscal and programmatic records and provide access to those records, as necessary, for those departments to perform their duties.
8. Will provide reasonable opportunities for systematic consultation with and participation of teachers, parents and other interested agencies, organizations and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.
9. Will make any application, evaluation, periodic program plan or report relating to each program readily available to parents and other members of the general public.
10. Will have/establish and maintain a proper accounting system in accordance with generally accepted accounting standards.
11. Will not expend funds under the applicable program to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.
12. Will comply with the requirements in 2 CFR Part 180, Government-wide Debarment and Suspension (Nonprocurement).
13. Will comply with all state and federal requirements, as applicable, for internal controls to ensure compliance with federal and state statutes, regulations, and terms and conditions of the award.
14. Will comply with Florida's Government-in-the-Sunshine Law (Chapter 286, Florida Statutes), that provides a right of access to meeting of boards, commissions and other governing bodies of state and local governmental agencies or authorities.
15. If applicable, after timely and meaningful consultation, the recipient will provide the opportunity for children enrolled in private, non-profit schools, and the educational personnel of such schools, equitable participation in the activities and services provided by these federal funds, and will notify the officials of the private schools of said opportunity. (Educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal [consistent with the number of children to be served] to expenditures for programs of children enrolled in the public schools of the local educational agency.)

E. Assurance for proper expenditure reporting

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

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

F. CCDF Salary Cap annual testing requirements

The Consolidated Appropriations Act, 2012 (P.L. 112-74), enacted Dec. 23, 2011, limits the salary amount that ELCs may award and charge to grants and cooperative agreements that the Administration of Children and Families (ACF) funds.

ELCs may not use CCDF award funds to pay an individual's salary at a rate more than the annual maximum Executive Level II federal pay rate. The Federal Executive Pay Scale maximum annual Executive Level II salary for calendar year 2015 is \$183,300 and is accessible annually at [the U.S. Office of Personnel Management website](#). This amount reflects an individual's base salary without fringe benefits and income that an individual may earn outside of the duties to the applicant organization. The ELC shall apply this salary limitation to subawards/subcontracts under an ACF grant or cooperative agreement ([Child Care Development Grant Funds Program Specific Terms and Conditions for State and Territory Grantees, V.2013.1 \(12/2012\)](#)).

- 1. ELCs/ELC subrecipients may not use grant funds to pay for salary costs that exceed the CCDF cap.**
- 2. ELCs/ELC subrecipients must allocate salaries that multiple funding sources pay and compare these calculations to received program benefits.**
- 3. The ELC/ELC subrecipients should perform and document an annual analysis using W-2 data.**
- 4. All CCDF-funded grantees and sub-grantees are responsible for assuring compliance with this provision. All such CCDF fund recipients and subrecipients are responsible for enforcing other impacted entities of this compliance requirement.**
- 5. All CCDF-funded grantees shall comply with salary cap reporting requirements outlined in this section.**

G. Certification (ACORN) – prohibition for distribution of funds to the Association of Community Organization for Reform Now

To comply with P.L. 111-117, the grantee may not distribute federal funds made available under this agreement to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, the grantee may not provide federal funds to any covered organization as House of Representatives (H.R.) 3571, the Defund ACORN Act, defines.

H. Certification regarding non-profit organization status as a non-major corporation

In accordance with 2 CFR §200.415, *Required Certifications*, the non-profit organization as appropriate must certify it does not meet the definition of a major corporation. 2 CFR §200.414(a) defines major nonprofit organizations as those which receive more than \$10 million dollars in direct Federal funding.

_____ The Contractor is not a major nonprofit organization.

_____ The Contract is a major nonprofit organization.

I. Certification of cost allocation plan or indirect cost rate proposal

In accordance with 2 CFR §200.415, Required Certifications, the Contractor must certify the submitted cost allocation plan or indirect cost rate proposal, as instructed by the Office. OEL's current cost allocation plan guidance instructs that no indirect cost rates are required or used by the Office at this time since Florida's early learning programs have administrative spending caps assigned by federal regulation and/or state statutes. For more details, please contact OEL.

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

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

The grantee hereby certifies that –

It will expend all SR (Child Care Development Fund, TANF, Social Services Block Grant and General Revenue) funds solely for operating the SR Program and the funds shall be distinctive and clearly identifiable in all fiscal records the grantee maintains. The grantee shall use all state general revenue funds awarded for operating the Voluntary Prekindergarten Education Program solely operating the Voluntary Prekindergarten Education Program and shall be distinctive and clearly identifiable in all fiscal records the grantee maintains.

K. Certification regarding subrecipient monitoring

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

L. Certification regarding immigration status

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

M. Certification regarding standards of conduct

The grantee certifies that it shall comply with the provisions 2 CFR §200.318, General Procurement Standards, regarding standards of conduct. It will establish safeguards to prohibit employees and board members from using their positions for any purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

N. Clean Air Act and Federal Water Pollution Control Act

Pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, if this grant or contract is in an amount in excess of \$100,000, **Contractor** shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 **U.S.C.** 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 **U.S.C.** 1251 et seq.). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (**EPA**). See 45 CFR 75, Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

O. Conflicts of Interest

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

- 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.
- 1.2. Organizational conflicts of interest mean 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.
- 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.

2. Related party contracts. Pursuant to state statute and OEL instructions (s. 1002.84(20), F.S.), the Contractor shall provide OEL contract documentation for any contracts with Contractor employees, governing board members or relatives of either group as s. 112.3143(1)(b), F.S., defines. The Contractor must comply with disclosure and reporting requirements in state statute and OEL instructions (s. 1002.84(20), F.S.).

- 2.1. Any governing board member(s) benefitting from Contractor agreement(s) must disclose in advance the conflict of interest and must abstain from the vote process.
- 2.2. The impacted individual must complete the necessary conflict of interest disclosure forms.
- 2.3. The Contractor shall present all such contracts to the governing board for a vote. A valid approval requires two-thirds vote of the Contractor's board, a quorum must be established.
- 2.4. The Contractor shall not enter into or execute a contract in excess of \$25,000 with a member of the governing board or relative of a board member without OEL's prior approval.
- 2.5. The Contractor does not have to obtain OEL's prior approval for contracts below \$25,000.
- 2.6. However, the Contractor must adequately disclose and properly report and track such contract activity.
- 2.7. The Contractor shall report such contracts to OEL within 30 days after receiving approval from the governing board.

P. Contract Work Hours and Safety Standards Act

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

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

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

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

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

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

–Each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Department of Labor.

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

When federal program legislation requires, all construction contracts of more than \$2,000 the recipients and subrecipients award shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6 and 7.

S. DUNS Number – Data Universal Numbering System

The federal government requires organizations to provide a DUNS number as part of their grant applications and proposals. The OMB has adopted the use of DUNS numbers to keep track of how federal grant money is awarded and dispersed. The DUNS number is a nine-digit number the Dun and Bradstreet Company issues. This company provides business information for credit, marketing and purchasing decisions. Some entities will also have what is known as “DUNS + 4,” which is used to identify specific units within a larger entity.

Registering for a DUNS number is free of charge with no obligation to purchase any products from the Dun and Bradstreet Company. An authorizing official of the organization should request the number. Generally, it only takes a day to obtain a DUNS number by phone (1-866-705-5711), while applications through [the Dun and Bradstreet website](#) can take up to 30 days.

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

T. Equal Employment Opportunity (EEO)

The ELC agrees to comply with E.O. No. 11246, Equal Employment Opportunity (30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 comp. p. 339), Sept. 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of Oct. 13, 1967, amended, and as the Department of

Labor regulations (41 CFR part 60) Office of Federal Compliance Programs, Equal Opportunity, Department of Labor supplements. See 45 CFR 75, Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

U. Procurement of Recovered Materials

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

- (i) procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
- (ii) Procure solid waste management services in a manner that maximizes energy and resource recovery; and
- (iii) establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/> . The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.

(b) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the ELC shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The ELC shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the ELC determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(c) Paragraph (b) of this clause shall apply to items purchased under this contract where: (1) the ELC purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the ELC: (i) purchased any amount of the items for use under a contract that was funded with federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

V. Procurements and other purchases

The ELC must comply with federal/state procurement requirements. State procurement instructions are described in ss. 215.971, 287.057, and 287.058, F.S. However, the ELC is not required to competitively procure direct service providers for the SR or VPK Education Programs. The ELC must have documented procurement policies and procedures that meet the minimum requirements of federal rules and regulations which are located at 2 CFR §§200.317-200.326.

W. Property

1. Property purchased in whole or in part with federal funds shall be used for the purpose of that federal program and accounted for in accordance with applicable federal and state statutes, rules and regulations. The ELC shall comply with the provisions of 45 CFR §75.318 *Real property*, 45 CFR §75.320 *Equipment*, and 45 CFR §75.321 *Supplies*. The ELC shall include in all subrecipient contracts, and any vendor contracts for services that include purchasing/procuring equipment, language that requires property a subrecipient purchases with funds provided under the agreement to revert to the ELC upon contract termination. In accordance with OEL Program Guidance 240.02, title to all property acquired with funds provided to the ELC under this agreement shall be vested in the ELC; however, title and ownership shall be transferred to OEL upon termination of the ELC participation in early learning programs, unless otherwise authorized in writing by OEL. All property required to be returned to the Office will be in good working order. See 2 CFR §200.318, *General procurement standards*, s. 273.02, F.S., and 69I-73.002, F.A.C.
2. The term “nonexpendable property” shall include all tangible personal property which meet the criteria set forth in Rule 69I-73.002, F.A.C. In accordance with 45 CFR 75.439 and in compliance with [OEL Program Guidance 240.05, Guidance on Prior Approval Procedures for Selected Costs and Administrative Requirements](#), property shall not be purchased with program funds without prior approval from OEL (Exhibit 1 CC.).
3. Contingencies such as liens or other liabilities shall not be placed upon assets purchased with program funds, nor shall non-expendable property purchased with program funds be used as collateral.
4. In accordance with OEL Program Guidance 240.02 – Tangible Personal Property, the funding sources for the purchase of all such property shall be identified and all such property purchased in the performance of the Early Learning programs shall be listed on the property records of the ELC. The ELC shall inventory annually and maintain accounting records for all equipment purchased in accordance with OEL Program Guidance 240.02, relevant Florida Statutes, state rules, federal regulations and federal cost principles.
5. Based on Section 273.055, F.S., and Rules 69I-72.002, and 69I-73.005 F.A.C., when original or replacement equipment acquired by a subrecipient contractor is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as described below in 6.
6. The Office’s policy concerning proceeds received from the sale of property with a current per unit fair market value up to \$5,000 is the net amount received from such sales will remain at the ELC level to be used in the same ongoing program. Funds from such sales will be treated as other program income in the same ongoing program(s). This type of income must be amended into a current year's program budget in which the sale occurred. It should then be reported in accordance with OEL Program Guidance 240.01. This identification of income is necessary to meet reporting requirements of the United States Department of Health and Human Services. Complete documentation for this type of income and expenditures must be maintained for monitoring and auditing purposes. If the ELC is no longer receiving funds for the particular project or program, the income from such equipment sales will be returned to the Office to be forwarded to the United States Department Health and Human Services.¹ Equipment that was initially purchased with

federal funds with a current per-unit fair market value in excess of \$5,000, must be processed in accordance with 2 CFR §200.313(e)(2), *Equipment*, with the assistance and prior written approval of the Office.

¹ *Upon termination of a project, and at the discretion of the Office, all equipment/property purchased with project funds will be transferred to the location(s) specified by the Office and all necessary actions to transfer the ownership records of the equipment/property to the Office or its designee, will be taken.*

X. Purchase of American-made Equipment and Products

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

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

Y. System for Award Management (SAM)

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

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

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

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

AGENCY CERTIFICATION

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

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

PUBLIC ENTITY CRIME AFFIDAVIT

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

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(l)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment after July 1989, or as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Section 287.122, Florida Statutes means:

A predecessor or successor of a person convicted of a public entity crime; or an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate.

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

I understand that a “person” as defined in Section 287.133 Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies)

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

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

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

ORGANIZATION’S NAME AND ADDRESS:

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

Type Authorized Official’s Name

Authorized Official’s Title

Authorized Official’s Signature

Date

Federal Employee Identification Number

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (PRIMARY)

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the

eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the 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 Certifying Official

Printed Name and Title

Organization

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (LOWER TIER)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge

and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, 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.
2. Where the prospective lower tier 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 Certifying Official

Printed Name and Title

Organization

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are 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 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.

Signature of Authorized Certifying Official

Printed Name and Title

Organization