

Early Learning Coalition of Osceola County



and

Community Coordinated Care for Children, Inc. (4C)



REQUEST FOR PROPOSALS

FOR

FACILITIES TO LEASE

WITHIN OSCEOLA COUNTY

SECTION 1 INTRODUCTION

1.1 STATEMENT OF NEED

The Early Learning Coalition of Osceola County (Coalition) was established legislatively in 1999 and is incorporated as a not-for-profit 501(C)(3) organization. The Coalition is governed by the Florida Legislature Chapter 411.01 of Florida Statutes, to provide early learning programs to children and families in Osceola County, which include the School Readiness Program and Voluntary Pre-kindergarten Program. Through these programs, the Coalitions' primary goal is to provide quality early care and voluntary pre-kindergarten education services that prepare children to be "school ready" upon entry into kindergarten.

The Coalition contracts with Community Coordinated Care for Children (4C), Inc., also a 501(c)(3) organization, to provide direct services in Osceola County on the Coalition's behalf to eligible families with young children and early learning child care providers. These services include, but are not limited to, client eligibility determination and re-determination, client wait list management, early learning child care provider certification and payments, resource and referral, administrative and programmatic monitoring of early learning child care providers to ensure statutory compliance, generation of match dollars, records management, and other services as identified.

The Coalition and 4C are looking for office spaces to lease in Osceola County that would be suitable for the provision of Early Learning services as described above. Each organization will review the proposals submitted and will contract separately for their respective space. Ideally, both organizations can procure space within close proximity of each other. The specifics can be found in Section 3 below.

1.2 ELIGIBLE PROPOSERS

All public or private corporations properly organized in accordance with State and Federal law, authorized to do business in the State of Florida may submit a Proposal to offer a facility or facilities as defined within this request.

No Proposer will be considered if:

- 1) The Proposer has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S.;
- 2) The Proposer has been debarred or suspended or otherwise determined to be ineligible to receive federal and/or state funds by an action of any governmental agency;
- 3) The Proposer's previous contract(s) with the Coalition, 4C or any other State of Florida or state affiliated agency has been terminated for cause;
- 4) The Proposer's name appears on the convicted vendor list; or
- 5) For any cause the Proposer is determined non-responsive or non-responsible.

1.3 FURTHER CONDITIONS

The Coalition and 4C have the responsibility to ensure contracted costs are necessary, reasonable, and allowable as defined by State and Federal standards.

This request does not commit or obligate the Coalition or 4C to award a contract, to commit any funds identified in this request document, to pay any costs incurred in the preparation of a Proposal to this request, or to pay for any costs incurred in advance of the execution of a contract.

The Coalition and 4C furthermore reserve the right to:

- 1) Reject any and/or all Proposals in whole or in part as the Coalition and/or 4C deem is in its best interest;
- 2) Change or waive any provisions set forth in this request;
- 3) Return non-responsive Proposals without review;
- 4) Waive informalities and minor irregularities in Proposals received, as the Coalition and/or 4C deem appropriate;
- 5) Request additional data, technical, or price revisions in support of the written Proposal; and
- 6) Verify any factual information as it is presented within the Proposal.

In the event funds to finance this project become unavailable, the Coalition and 4C may terminate the contract upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Coalition and 4C shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Provider will be compensated for any work satisfactorily completed prior to notification of termination.

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**SECTION 2
FACILITY PROPOSAL PROCESS**

2.1 SCHEDULE OF EVENTS AND TIMELINE

Event	Date
Solicitation for facility proposals publicly noticed. Regional realtor association(s) notified.	By 1/9/12
Inquiry period via email to ssunka@elcosceola.org . Inquiries answered via email Reply.	1/9/12 to 1/13/12
Proposal package due to address in 2.2 below by 5PM	1/19/12
Review of proposal packages by Procurement Committee	Week of 1/30/12
Posting of preliminary locations selected for site visits	2/3/12
Realtors / property owners whose facility proposals have met the criteria are contacted and final site visits arranged, as necessary	By 2/8/12
Executive Board of the Coalition reviews and approves recommendations of the Procurement Committee.	Week of 2/20/12
Executive Board of 4C reviews and approves recommendations of the Procurement Committee.	Week of 2/20/12
Posting of the selected site	2/27/12
Protest Period	2/27/12 - 3/1/12
Contract negotiations take place	Target date of completion by 3/16/12

2.2 CONTACT PERSON (Point of Contact)

Susan Sunka, Executive Director
Early Learning Coalition of Osceola County
1631 East Vine Street, Ste E
Kissimmee, Florida 34744
Email: ssunka@elcosceola.org

2.3 LIMITATIONS ON CONTACTING PERSONNEL

Proposers are prohibited from contacting Coalition and/or 4C personnel or Board members of both organizations regarding this solicitation other than the points of contact identified in Section 2.2 of this document. Any violation may result in the disqualification of the Proposer.

2.4 INQUIRIES

All inquiries from prospective Proposers requesting clarification concerning this request must be submitted via email to ssunka@elcosceola.org and will be accepted until 5PM EST January 13, 2012. Inquiries will be answered via email Reply.

It is the responsibility of the Proposer to ensure that electronic information has been received by 4C. Telephone or verbal inquiries will not be accepted.

2.5 ACCEPTANCE OF PROPOSALS

A complete Proposal must be received by the Coalition office no later than **5:00 PM Thursday, January 19, 2012** to the following address:

Susan Sunka, Executive Director
Early Learning Coalition of Osceola County
1631 East Vine Street, Ste E
Kissimmee, Florida 34744

Facsimiles or electronic transmissions of the Proposal will not be accepted.

The Proposer is solely responsible for assuring that anything sent to the Coalition arrives safely and on time. Any Proposal not received at either the specified address and/or by the specified date and time will be rejected and returned unopened to the Proposer.

Any Proposal submitted shall remain a valid offer for at least 180 days after the Proposal submission date.

2.6 WITHDRAWAL OF PROPOSAL

A written request for withdrawal, signed by the Proposer, may be considered if received by the Coalition prior to the Proposal opening time and date indicated in the Procurement Schedule in Section 2.1 of this request.

2.7 NOTICE TO SELECTED PROPOSERS

Through completion of the Proposal review process, the Procurement Committee will review Proposals that have met the Fatal Criteria*, the Proposed Facility Response, the completeness of all required forms, and the submission timeliness of the Proposal. Selected Proposers will be contacted to schedule site visits as necessary.

*NOTE: For those components on the Fatal Criteria Checklist listed under Appendix C / Section B – Preferred Needs, the Proposer must state clearly how each of the components will be met or unmet in order to meet the Fatal Criteria Checklist completion requirements.

2.8 PROTEST OR DISPUTES

Any person who is adversely affected by the Coalition and/or 4C decision concerning a procurement solicitation and who wants to protest such decision shall file a protest with the Sole Contact person listed in Section 2.2. Failure to file a protest within the timeframe listed in Section 2.1 shall constitute a waiver of proceedings.

Any Proposer who desires to file a formal protest to the decision to the Award Contract, must submit a bond payable to the Coalition in an amount of \$1,000. In lieu of a bond, the Coalition may accept a cashier's check or a money order in the amount of the bond. Failure to file the proper bond at the time of filing the formal protest will result in a denial of the protest.

Issues not subject to protest include:

- Fatal Criteria Checklist not met;

- Proposer does not agree with funding amount;
- Proposer's score was acceptable for funding but budget limitations, due to program allocations or the availability of funds, prevents the proposal from being funded; and/or
- No error of material and relevant fact occurred, but the Proposer does not agree that the proposed services failed to satisfy the technical requirements of the competitive procurement process.

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SECTION 3 THE PROPOSAL

3.1 FACILITY SPECIFICATIONS

The Coalition and 4C are looking for office space to lease in Osceola County that would be suitable for the housing of Coalition and 4C personnel in the administrative provision of Early Learning services. This section provides the required and preferred specifications for a facility or facilities to be leased by the Coalition and/or 4C. It also provides information on the federal match requirement. This section provides the instruction for all the elements that need to be included in the Proposal.

Appendix B

Provide a detailed narrative describing how the proposed facility (or two facilities) would meet the Required Needs, meet many, if not all, of the Preferred Needs, and how the landlord would assist the Coalition and/or 4C in meeting the match requirement.

A. Required Needs (The office space MUST have these features.)

- 1) Must be located centrally in Osceola County;
- 2) Must be located on or within a short walking distance of a bus route;
- 3) Structurally sound building(s) that is safe during severe weather;
- 4) Access to high-speed Internet service and phone service;
- 5) An HVAC system that can maintain a room temperature between 65 and 82 degrees;
- 6) Lights that maintain the equivalent of 20 foot candles at three feet from the floor;
- 7) Parking for approx. 30-50 vehicles at a given time;
- 8) Facility cannot be near any business that could be considered hazardous for young children or closer to businesses that sell alcohol than local laws allow.
- 9) Plumbing to accommodate a water supply/waste disposal for employee break area;
- 10) Available bathroom facilities that meet all ADA rules and regulations
- 11) Electrical service to accommodate microwaves, refrigerators, outlets for computers, etc;
- 12) Entire facility is ADA compliant
- 13) Coalition Specific Space Needs
 - a. Approximately 2000 square feet that can be subdivided by:
 - i. Four (4) rooms for offices (minimum 10 x 12 square feet for each office)
 - ii. Enclosed storage area with lock to house educational materials, Coalition records, office supplies, etc. (approx 200 square feet – may be divided into 2 or more spaces)
 - iii. Small lobby area with space no less than 9 x 12 square feet
 - iv. Area for copy machine, office supply materials access, etc.
 - v. Shared Space with 4C
 1. Conference room to hold Coalition board meetings, provider trainings, etc. (approximately 30-40 people)
 2. Break Room/Kitchen space – seating for Coalition and/or 4C staff
 3. Employee restroom facility
 4. Small conference room area to hold small meetings
- 14) 4C Specific Space Needs
 - a. Approximately 2250 square feet that can be subdivided by:
 - i. Space for 10 employees with 6 x 8 cubicle space, hallways, etc.
 - ii. Customer service reception area with 6x 8 cubicle spaces to house 2 employees
 - iii. Four (4) rooms for offices (minimum 10x 10 square feet for each office)
 - iv. Two (2) rooms for offices (minimum 10x12 square feet for each office)
 - v. Lobby area/child play area including computer access space for client needs and area for children to play (minimum 312 square feet)

- vi. Storage area with lock to house files, supplies, phones, computers, general materials storage (minimum 900 square feet – may be divided into 2 or more spaces
- vii. A client restroom facility that is ADA compliant

Variations in some of the above items can be discussed during the contract negotiation process.

B. Preferred Needs

- 1) Square footage price below \$9.00;
- 2) Utilities included in rent;
- 3) No additional charge for CAM;
- 4) City sewer, not septic;
- 5) An existing fire alarm system;
- 6) Additional donated space (space for additional meeting space, storage, larger offices than designated, etc.);
- 7) Close proximity to emergency services;
- 8) Extended contract for up to 10 years with little or no increase in office lease rate;
- 9) Rent reduction or suspension during renovation prior to projected opening;
- 10) Build out allowance to meet specifications; and
- 11) Decorating allowance

C. Match Requirements

The Coalition and 4C will directly operate these facilities. The grant funding awarded to the Coalition and contracted to 4C allows for certain start-up costs, such as for renovations and for furnishings that one would expect to see in an office environment, but the nature of this state and federal grant requires a non-federal (local) match, which is 6% of the federally-funded amount.

So, for example, if a landlord is willing to donate office furnishings (desks, chairs, etc.) for Coalition and 4C staff that would be housed at these facilities, this would be looked upon very favorably by the Procurement Committee in the negotiation process. Monthly rental reductions, landlord provided lawn care, pest control, etc. could also contribute to the required non-federal match and would also be looked upon favorably by the Procurement Committee in their choice of buildings.

D. Staggered Occupancy Schedule

Because the current office space leases of the Coalition and 4C are staggered, an additional allowance that could be applied to the buy-out of the current lease agreement, as necessary, to align office space leases may be needed. The buy-out would be an estimate of \$7,000-\$8,000 cash up front. The Coalition and 4C will negotiate with the selected contractor independently to determine the needs of each organization.

Appendix C

Please provide the following:

- 1) Building address;
- 2) Proposed monthly rent (total square footage and square footage rate) and all other costs the Coalition and/or 4C would be expected to pay;
- 3) Diagram of the entire building to scale, including available parking;
- 4) Detailed floor plan to scale of proposed usage areas within the building including square footage of each area and each room. Include existing bathrooms, sinks, entrance/exit doors, windows, etc;
- 5) Photos of exterior, including front, rear, side views, parking, outside area;
- 6) Photos of interior, including proposed areas to be used, rooms that can be used for offices, storage, etc;

- 7) List the age of the building and recent repairs, upgrades, replacements (roof, amperage service, HVAC system, etc.); and
- 8) List the name and nature of adjacent businesses.

3.2 GENERAL INSTRUCTIONS

This section sets forth the manner in which the proposal is to be compiled. The Proposal shall be submitted in a sealed package to the Executive Director noted in 2.5 above as follows:

Submit **one set** of the Proposal with the following contents:

- 1) Appendix A – The Fatal Criteria Checklist (top page);
- 2) Appendix B – Proposer’s ability to meet required needs, meet preferred needs, and assist with non-federal match requirements;
- 3) Appendix C – Location, rent, elevation, floor plans, photos, etc.; and
- 4) Appendices D, E, F, G, H, I, J, K and L – Required Signed Documents and Certifications.

Submit **three (3) sets** of the Proposal with the following contents only:

- 1) Appendix A – The Fatal Criteria Checklist (top page);
- 2) Appendix B – Proposer’s ability to meet required needs, meet preferred needs, and assist with non-federal share; and
- 3) Appendix C – Location, rent, elevation, floor plans, photos, etc.

All Required Forms and Certifications must be signed by the designated official in **BLUE** ink as an indicator of “original signature”.

Proposers should not submit additional documents such as Annual Reports, Brochures, etc.

Proposers should note that partial responses to proposed services will be deemed non-responsive and will disqualify the Proposer from further consideration.

The Coalition and/or 4C is not liable for any costs incurred by a Proposer in responding to this Request for Proposal.

The final contract terms and conditions will be negotiated with Proposers as approved by the Coalition and/or 4C. Contracts can be in five (5)-year terms with two (2) annual renewals.

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APPENDICES

Appendix A

Title Page - Fatal Criteria Checklist

Appendix B

Proposer creates this Appendix following directions in Section 3.1 above.

Appendix C

Proposer creates this Appendix following directions in Section 3.1 above.

Appendix D

Acceptance of Contract Terms and Conditions – Signature Required

Appendix E

Statement of No Involvement – Signature Required

Appendix F

Statement of Assurances – Signature Required; 2 Witness Signatures Required

Appendix G

Certification Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions – Signature Required

Appendix H

Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Public Entity Crimes – Signature Required; Notary Required

Appendix I

Statement of Non-Discrimination – Signature Required

Appendix J

Certification Regarding Lobbying – Signature Required

Appendix K

Certification Regarding Drug-Free Workplace - Signature Required

Appendix L

Audit Requirements; Financial and Compliance Audit

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Appendix A

TITLE PAGE – FATAL CRITERIA CHECKLIST

AGENCY OR COMPANY NAME _____

CONTACT PERSON AND TITLE _____

ADDRESS _____

PHONE _____ **FAX:** _____ **EMAIL:** _____

THE FOLLOWING TO BE COMPLETED BY PROCUREMENT COMMITTEE

1. Proposal was received by the time and date specified	YES	NO
2. Original and three (3) copies of the Proposal were submitted	YES	NO
3. Title Page – Fatal Criteria Checklist (Appendix A) top four lines (above) completed	YES	NO
4. Appendix B/ Section A – Required Needs The narrative described in detail how the proposed facility (or two facilities) would meet <u>all</u> 14 of the Required Needs	YES	NO
5. Appendix C / Section B – Preferred Needs		
a) Square footage price below \$9.00	YES	NO
b) Utilities included in rent	YES	NO
c) No additional charge for CAM	YES	NO
d) City Sewer, not septic	YES	NO
e) An existing fire alarm system	YES	NO
f) Additional donated space	YES	NO
g) Close proximity to emergency services	YES	NO
h) Extended contract for up to 10 years with little or no increase in office lease rate	YES	NO
i) Rent reduction or suspension during renovation	YES	NO
a) Build out allowed to meet specifications	YES	NO
j) Decorating allowance	YES	NO
6. Appendix B / Section C – Non-federal Match Requirements The narrative described how the Landlord and/or Property Owner will assist the program in its non-federal match requirement	YES	NO
7. Appendix B / Section D – Staggered Occupancy Allowance The narrative described how the Landlord and/or Property Owner will assist the program in its ability to buy out the current lease agreement, as necessary	YES	NO
7. Appendix C All items in Section 3.1 “Appendix C” 1-8 (on page 7) were included in package	YES	NO
8. Appendices D through L All accompanying forms requiring signature were signed by a duly authorized officer of the applying organization, and proof of authorization included, if needed	YES	NO
DID PROPOSAL MEET ALL FATAL CRITERIA? (Including statements for 5a – 5j)	YES	NO

PROCUREMENT COMMITTEE MEMBER NAME: _____

Appendix D

ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

If _____ should be awarded a Contract, it will comply with all the terms and conditions contained in Contract.

Signature of Authorized Official*

Date

Name (Print)

Title (Print)

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

Appendix E

STATEMENT OF NO INVOLVEMENT

I, _____, as an authorized representative of
_____, certify that no member of this firm nor any person
having interest in this firm has been awarded a Contract by the Early Learning Coalition of Osceola County or
Community Coordinated Care for Children, Inc. on a noncompetitive basis to:

- 1) Develop this Request for Proposal
- 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 Official

Date

Appendix F

STATEMENT OF ASSURANCES

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

- 1) The Proposer has the ability to provide directly all products/services described in this RFP and resulting Contract.
- 2) The Proposer will accept accountability for meeting the performance standards established by the Coalition and/or 4C, Inc. related to the products/services described in this RFP.
- 3) The Proposer assures that there are no continuing or frequently recurring conflicts between the Proposer's private interests and the performance of the Proposer's duties in the public interest.

Signature of Authorized Official

Date

Witness

Date

Witness

Date

Appendix G

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 – 19211).

- 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, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - b. Have not within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or Contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - 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.
 - d. Have not within a three (3) year period preceding 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.

Name and Title of Authorized Official (Please Print)

Signature

Date

Appendix 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 by _____
for _____, whose business address is

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state and federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or Contract for goods and services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
3. I understand the “convicted” or “conviction” as defined in Paragraph 287.133(l) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(l) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity who has been convicted of a public entity crime. The term “affiliate” included those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty six (36) months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods and services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors,

executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate or the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989.

_____The entity this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OR THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature of Authorized Official

Date

Sworn to and subscribed before me this _____ day of _____ 20_____.

Personally known

Or produced identification _____

Name of Notary: _____

Notary Public - State of _____

My commission expires: _____

(Printed typed or stamped
Commissioned name of notary public)

Appendix I

STATEMENT OF NON-DISCRIMINATION
Public Law 105-220, Sec. 188 Nondiscrimination

(a) In General.--

- (1) Federal financial assistance.—For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), or on the basis of race, color, or national origin under title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), programs and activities funded or otherwise financially assisted in whole or in part under this Act are considered to be programs and activities receiving Federal financial assistance.
- (2) Prohibitions of discrimination regarding participation, benefits, and employment.—No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education amendments of 1972), national origin, age, disability, or political affiliation or belief.
- (3) Prohibition on assistance for facilities for sectarian instruction or religious worship.—Participants shall not be employed under this title to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
- (4) Prohibition on discrimination on basis of participant status.—No person may discriminate against an individual who is a participant in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.
- (5) Prohibition on discrimination against certain noncitizens.—Participation in programs and activities or receiving funds under this title shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

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

Name and Title of Authorized Official

Signature

Date

Appendix J

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

Name and Title of Authorized Official

Signature

Date

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

Appendix K

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, _____, the undersigned, in representation of _____, the Contractor, attest and certify that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph 1.
- D. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the Agreement, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected Contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
 - 1. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local, health, law enforcement or other appropriate agency.

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

- H. Notwithstanding, it is not required to provide the workplace address under the Agreement. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the Contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific Contract including street addresses, city, county, state and zip code:

Check () if there are workplaces on files that are not identified here.
Check () if any additional page was required for the listing of the workplaces.

CERTIFICATION

I declare under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

Signature of Authorized Official

Date

Appendix L

**AUDIT REQUIREMENTS
FINANCIAL AND COMPLIANCE AUDIT**

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

PART I: FEDERAL AUDIT REQUIREMENTS

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

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

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

The reporting package shall include a schedule that discloses the amount of expenditures by Contract number for each Contract with the Coalition and/or 4C in effect during the audit period. Compliance findings related to contracts with the Coalition and/or 4C shall be based on Contract requirements including any rules, regulations, or statutes referenced in the Contract. The reporting package shall disclose whether or not the matching requirement was met for each applicable Contract. All questioned costs and amounts due to the Coalition and/or 4C shall be fully disclosed in the report with reference to the Coalition and/or 4C Contract involved. For recipients who are subject to both Part I and Part II below, the audit must also address applicable State audit requirements.

PART II: SUBMISSION OF REPORTS

For any of the above requirements, copies of the audit report and any management letter by the independent auditors shall be submitted within 180 days after the end of the Contractor's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following, unless otherwise required by Florida Statutes. The audit report must be submitted to: Executive Director, Early Learning Coalition of Osceola County and the Contract Administrator, Community Coordinated Care for Children, Inc.

PART III: RECORD RETENTION

The Contractor shall ensure that audit working papers are made available to the Coalition and/or 4C, or its designee, upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Coalition and/or 4C.

Please check the appropriate box below:

- I understand and agree to abide by the requirements as stated above. Signature: _____
- The requirements do not apply for my company.