



REQUEST FOR PROPOSALS FOR
AUDIT & TAX SERVICES

RFP # 2021-AUD

ISSUED ON FEBRUARY 22, 2021

SERVICES STARTING JULY 1, 2021 THROUGH JUNE 30, 2022

WITH FOUR (4) OPTIONAL ANNUAL RENEWALS

RESPONSES DUE BY: MARCH 22, 2021

NO LATER THAN 5:00 P.M. CENTRAL STANDARD TIME

Inquiries and proposals should be directed to:

Early Learning Coalition of the Emerald Coast

ATTN: Procurement_ RE: RFP # 2021-AUD

Address: 1130 N Eglin Pkwy, Shalimar, FL 32579

Phone: 850-833-3627 Fax: 850-833-9344

Email: accounting@elc-ec.org

Website: www.elc-ec.org

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.

SCHEDULE OF EVENTS AND DEADLINES*

ACTIVITY	DATE	TIME	ADDRESS/METHOD
Request for Proposal Advertised	February 22, 2021	5:00 PM CST	www.elc-ec.org
Written inquiries must be received by the Coalition	March 1, 2021	5:00 PM CST	1130 N Eglin Pkwy Shalimar, FL 32579 Or email: accounting@elc-ec.org
Coalition issues written responses to inquiries	March 8, 2021	5:00 PM CST	www.elc-ec.org
Sealed Proposals must be received by the Coalition	March 22, 2021	5:00 PM CST	1130 N Eglin Pkwy Shalimar, FL 32579 Or email: accounting@elc-ec.org
Proposals Opened	March 23, 2021	5:00 PM CST	1130 N Eglin Pkwy Shalimar, FL 32579
Meeting of Evaluation Committee	TBD	TBD	1130 N Eglin Pkwy Shalimar, FL 32579
Posting of Intent to Award / Protest Period	Within 24 hours after decision is reached	For 72 hours	1130 N Eglin Pkwy Shalimar, FL 32579 www.elc-ec.org
Approval by Board of Directors / Executive Committee	TDB	TBD	1130 N Eglin Pkwy Shalimar, FL 32579
Effective date of Contract	July 1, 2021		

* Times and locations are subject to change. Changes will be posted at the Coalition's website www.elc-ec.org.

Point of Contact:

The point of contact for purposes of this RFP is:

Deanna Hernandez

Procurement and Contract Specialist

Email: accounting@elc-ec.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.

**Early Learning Coalition of the Emerald Coast
Request for Proposals (RFP) to Provide Audit and Tax Services**

I. INTRODUCTION

The EARLY LEARNING COALITION OF OKALOOSA AND WALTON COUNTIES INC. dba EARLY LEARNING COALITION OF THE EMERALD COAST (Coalition) located at 1130 N Eglin Pkwy, Shalimar, FL 32579 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 Emerald Coast 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 Office 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 Okaloosa and Walton Counties, Florida.

II. STATEMENT OF WORK

I. General Information

The Coalition is a Florida non-profit 501(c) (3) corporation founded in 2000 to provide subsidized child care services in Okaloosa and Walton Counties.

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 Financial Edge Nxt 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. 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. Length of Contract

Services estimated to begin July 1, 2021 through June 30, 2022 and renewals to include fiscal years ending on June 30, 2023, June 30, 2024, June 30, 2025 and June 30, 2026.

Renewal: Any contract resulting from this RFP will be based on an initial one-year contract, with four (4) optional annual renewals. 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.

IV. 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 Executive 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. Obtain and document the understanding of internal controls related to the audit, and the sources of information used and procedures performed to update the knowledge about controls relevant to compliance with laws and regulations.
- f. The audit is required to be performed in accordance with the Federal and State Single Audit Acts,
- g. The audit is also required to include Supplementary Information and Other Reports and Schedules as required by its various funding sources, lending institutions, etc.,
- h. Annual Tax Return filings for Early Learning Coalition of the Emerald Coast.

We anticipate that we will be prepared for an audit entrance conference for fiscal year ending June 30, 2022, to be held no later than the first week of October 2022, with fieldwork to begin the following week. The draft audit report must be completed and delivered no later than November 26, 2022. The final audit report must be presented to the Coalition's Board of Directors no later than December 17, 2022 so that it may be delivered to our funding sources and the federal audit-clearing house no later than January 28, 2023. The final schedule for the contract and for potential renewals of the contract will be a negotiated part of the audit contract.

V. 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

VI. 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 IV above (**Please see Section III on page 7 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

III. SOLICITATION PROCESS

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

A. 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.

B. 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.

C. 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.

D. 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, 3rd, 4th and 5th year.

E. 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."

F. 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 after the first year by written notice to the other party no later than March 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.

G. Format and Submission

1. Respondent(s) shall submit to the Coalition one (1) original and seven (7) copies of the response each in a sealed envelope, as well as one (1) electronic copy of the response submitted via email to accounting@elc-ec.org 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 eight (8) envelopes should then be securely sealed in an envelope or other container and clearly labeled:

"RFP 2021-AUD- 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 **5:00 PM CST on March 22, 2021**. Responses received after 5:00 PM on this date **will not** be considered. **Submissions by email or facsimile will not be considered.**

Early Learning Coalition of the Emerald Coast
ATTN: Procurement RE: RFP # 2021-AUD
Mailing Address: 1130 N Eglin Pkwy, Shalimar, FL 32579

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

H. 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: www.elc-ec.org.
2. 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 Point of Contact or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

I. Cost of Preparation of Proposal

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

- J. 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.
- K. 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.

L. 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 www.elc-ec.org. 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.elc-ec.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.

APPLICATION COVER SHEET

Early Learning Coalition of the Emerald Coast

RFP #2021-AUD | 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): _____

Type of Business:

Private, For-Profit Private, Not-for-Profit Public/Government Other: _____

Certified Minority Business Enterprise: YES NO

Federal I.D. #: _____

Cost Summary:

Total Amount Quoted Year 1: \$ _____

Total Amount Quoted Year 2: \$ _____

Total Amount Quoted Year 3: \$ _____

Total Amount Quoted Year 4: \$ _____

Total Amount Quoted Year 5: \$ _____

Name/Position of Person Completing Application:

Email Address: _____

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 _____ 20____.

Personally known _____ or produced identification _____

Notary Signature: _____

My commission expires: _____

(Seal)



STATEMENTS OF NO INVOLVEMENT and AUTHORIZATION

RFP #2021-AUD

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 the Emerald Coast** 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.**

**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.

GENERAL ASSURANCES AND CERTIFICATIONS - VENDOR

The Early Learning Coalition of the Emerald Coast (ELCEC) is funded by Florida’s Office of Early Learning, which requires “General Assurances” that must be signed by all agencies and organizations that receive federal or state funds. This is required by:

- Applicable regulations of other federal agencies.
- State laws and regulations pertaining to the expenditure of state funds.

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

Certification:

I certify that (Vendor) will adhere to each of the assurances contained in this set of General Assurances and Certifications as applicable to the project/service(s) for which this Vendor is responsible.

Signature (must be original)	Date	Area Code/Telephone #
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- A. Assurances – Non-Construction Programs (SF 424 B)**
- B. Debarment and Suspension Certification (29 C.F.R. part 98 and 45 C.F.R. part 74)**
- C. Certification Regarding Lobbying (29 C.F.R. part 93 and 45 C.F.R. part 93)**
- D. Drug-free Workplace Certification (29 C.F.R. part 98 and 45 C.F.R. part 82)**
- E. Certification Regarding Convicted Vendor List and Discriminatory Vendor List**
- F. United States Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995 (section 507, P.L. 103-333)**
- G. Trafficking Victims Protection Act of 2000, section 106(g), as amended (22 U.S.C. 7104)**
- H. Certification Regarding Standards of Conduct**
- I. Certification Regarding Prohibition for Distribution of Funds to the Association of Community Organization for Reform Now (ACORN)**
- J. Certification Regarding Equal Employment Opportunity (E.E.O)**

By signing, the Vendor is providing the above assurances and certifications as detailed below:

A. ASSURANCES – NON-CONSTRUCTION PROGRAMS.

As the duly authorized representative of the Vendor, I certify that the Vendor:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay for the non-Federal share of project cost) to ensure proper planning, management and completion of the Agreement.
2. Will give the ELCEC, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or ELCEC directives. 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.

3. Will initiate and complete the work within the applicable time frame after receipt of approval of the ELCEC.
4. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728 – 4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
5. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
6. Will comply with, or has already complied with, the requirements of titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
7. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
8. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333) regarding labor standards for federally assisted construction subagreements.
9. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
10. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state

management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to state (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

11. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
12. Will assist the ELCEC in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
13. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
14. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
15. Will Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
16. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
17. Will comply with all applicable requirements of all other federal laws, executive order, regulations and policies governing this program.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The prospective Vendor, through the duly appointed undersigned representative, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded from covered transactions by any Federal department or ELCEC. The Federal Excluded Parties list is currently located at www.epls.gov and also available passing through the Florida Department of Management Services website at: http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list.
2. Have not, within a three-year period preceding the Agreement, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B.2. of this certification; and/or

4. Have not, within a three-year period preceding the Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

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

C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements. The undersigned, as a duly authorized representative of the Vendor, certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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 ELCEC, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 C.F.R. 98, Subpart F., the Vendor, through the duly appointed undersigned representative, attests and certifies that the Vendor will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

The Vendor will inform the ELCEC of any changes relevant to the provisions of this section.

E. CERTIFICATION REGARDING CONVICTED VENDOR LIST AND DISCRIMINATORY VENDOR LIST

The Vendor hereby certifies, through the duly appointed undersigned representative, that neither it, nor any person or affiliate of the Vendor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list, or discriminatory vendor list pursuant to s. 287.134, Florida Statutes, all of which are located at http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list.

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

F. UNITED STATES DEPARTMENTS OF LABOR, HEALTH AND HUMAN SERVICES, AND EDUCATION AND RELATED AGENCIES APPROPRIATIONS ACT OF 1995

In accordance with the Terms and Conditions of the United States Health and Human Services Administration for Children and Families Child Care and Development Fund, the Vendor shall comply with section 507, P.L. 103-333. To the extent practicable, all equipment and products purchased with funds made available in this Act should be American-Made.

G. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

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

H. CERTIFICATION REGARDING STANDARDS OF CONDUCT

The Vendor certifies that it shall comply with the provisions of the Health and Human Services Grants Policy Statement and **45 C.F.R. 92.36(b)(3)** regarding standards of conduct by establishing 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.

I. CERTIFICATION PROHIBITING DISTRIBUTION OF FUNDS TO THE ASSOCIATION OF COMMUNITY ORGANIZATION FOR REFORM NOW (ACORN)

In accordance with Public Law 111-117, no federal funds made available under the Early Learning Grant Agreement may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, no federal funds may be provided to any covered organization as defined in H.R. 3571, the Defund ACORN Act.

J. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

The Vendor agrees that it shall comply with Executive Order (E.O.) No. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp. p. 339), September 24, 1965, as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," of October 13, 1967, and as supplemented by Department of Labor regulations (41 CFR part 60), "Office of Federal Compliance Programs, Equal Opportunity, Department of Labor". See 45 CFR 92.36(i)(3).

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

By signing above, the Vendor, through the duly appointed representative, certifies and assures that it will fully comply with the applicable assurances outlined in parts A through J, above.