



REQUEST FOR PROPOSALS

for the delivery of School Readiness (SR)/Voluntary Pre-Kindergarten Services (VPK)

for Osceola County, Florida

TITLE OF STATE PROJECT(S):

SCHOOL READINESS (SR)/VOLUNTARY PRE-KINDERGARTEN SERVICES (VPK)

NAME OF FEDERAL OR STATE AWARDING AGENCY: FLORIDA DEPARTMENT OF EDUCATION/OFFICE OF EARLY LEARNING

CFDA NUMBER(S): 93.558;93.575;93.596;93.667

CSFA NUMBER(S): 48.108 || STATE AWARD NUMBER(S): EL 382

ISSUED ON JULY 12, 2021

SERVICES STARTING OCTOBER 1, 2021 THROUGH JUNE 30, 2022

WITH TWO POTENTIAL RENEWALS

RESPONSES DUE BY: AUGUST 9, 2021

NO LATER THAN 2:00 P.M., COALITION TIME

RESPONSES DUE TO:

EARLY LEARNING COALITION OF OSCEOLA COUNTY

ATTN. **PROCUREMENT**

PHYSICAL ADDRESS: **1631 E. VINE STREET, SUITE E | KISSIMMEE, FL 34744**

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.

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
SECTION 1: INTRODUCTION	
1.1 Statement of Need	4
1.2 Statement of Purpose	4
1.3 Governing Law.....	5
1.4 Term Of Contract Resulting From This Request for Proposal.....	6
1.5 Definitions	6
SECTION 2: RFP PROCESS	
2.1. Contact Person	12
2.2. Schedule of Events and Deadlines (Tentative)	12
2.3. Limitations on Contacting Early Learning Coalition Personnel/Others	13
2.4. Applicant Disqualification	13
2.5. Notice of Intent to Submit an Application.....	13
2.6. Written Inquiries	13
2.7. Addenda.....	14
2.8. Acceptance/Rejection of Proposals and Waiver of Irregularities.....	14
2.9. Withdrawal of Application	14
2.10. Notice of Qualified Applicants.....	15
2.11. Identical or Tie Response	15
2.12. Public Records/Proposer Trade Secrets	15
2.13. Protest or Disputes	15
2.14. Procedure for Conducting Negotiations.....	15
2.15. Notice of Contract Award	16
2.16. Term of Contract Resulting From This Request For Proposal	16
2.17. Compliance with Laws/Rules/Regulations.....	16
2.18. Cost of Preparation of Proposal.....	16
2.19. Employment/Retention of Unauthorized Aliens	17
SECTION 3: MINIMUM REQUIREMENTS	
3.1. General Statement.....	18
3.2. Organizational Capacity.....	18
3.3. Management and Coordination of Management Information Systems	19
3.4. Relationships with Key Community Stakeholders	20
SECTION 4: MINIMUM PROGRAMMATIC REQUIREMENTS	
4.1. General Statement.....	21
4.2. Early Learning Components	22
4.2.A Early Learning Provider Compliance and Support Services.....	22
4.2.B Early Learning Family Services.....	24
4.2.C Payment & Fiscal Administrative Services.....	26
SECTION 5: INSTRUCTIONS TO APPLICANT'S TO THE RFP	
5.1. Proposal Submittal Instructions	29
5.2. Required Proposal Format.....	29
5.3. Proposed Budget	30
5.4. Required Applicant's Forms and Certifications.....	31
5.5. Other Required Information	31
5.6. Cost of Preparation of Application	32

TABLE OF CONTENTS

Continued

SECTION 6: TECHNICAL PROVISIONS

6.1. Governing Provisions and Limitations	33
6.2. Contractor Competency	33
6.3. Type of Contract/Compensation Methodology	34
6.4. Third Party Contracting	34
6.5. Disclosure of Proposal Contents	34
6.6. Proposal Evaluation Criteria	34
6.7. Transition Plan	34
6.8. Staffing Changes	35
6.9. Subcontractors	35
6.10. Number of Children to be Served	35
6.11. Service Delivery Location	35
6.12. Reports	35
6.13. Records and Documentation	36
6.14. Monitoring & Performance Evaluation Methodology	36
6.15. Contractor Unique Activities	36
6.16. Coordination with Other Entities	37
6.17. Coalition Obligations	37
6.18. Coalition Determinations.....	38
6.19. Termination for Cause	38
6.20. Termination in the Best Interest of the Coalition.....	38
6.21. Contractor’s Responsibilities Upon Termination.....	38
6.22. License, Permits and Taxes	39

SECTION 7: FINANCIAL SPECIFICATIONS

7.1. Funding Source.....	40
7.2. Cost Allocation, Allowable Costs, & Disallowances.....	40
7.3. Invoicing & Payment of Invoices.....	40
7.4. Financial & Compliance Audit.....	40

SECTION 8: APPENDIX

Appendix A: Intent to Submit.....	43
Appendix B: Response Checklist Form.....	44
Appendix C: Budget Worksheet Directions	46
Appendix D: Request for Proposal Acknowledgement Form.....	47
Appendix E: Title Page and Criteria Checklist.....	48
Appendix F: Statement of No Involvement	50
Appendix G: Acceptance of Contract Terms and Conditions	51
Appendix H: Assurances and Certifications	52
Appendix I: Standard Contract Sample	71
Appendix J: Community Demographics	86
Appendix K: State Statutes, Rules, and Guidance Related to Major Activities.....	87
Appendix L: List of FDOE/OEL Required Reports.....	94
Appendix M: EFS MOD Data and Security	97
Appendix N: Staffing Budget Detail.....	99

SECTION 1: INTRODUCTION

1.1. STATEMENT OF NEED

In 1999, the Florida Legislature enacted Florida Statute 411.01, the *School Readiness Act (Act)*, to provide an avenue for each county to adopt and maintain a coordinated system of School Readiness programs to help ensure that every child is school ready upon entrance into kindergarten. The Act was amended in 2005 and again in 2010, moving the Office of Early Learning under the Department of Education, and making it independently accountable to the Governor's office.

In 2002, a constitutional amendment was passed by Florida's voters requiring that all eligible four-year-old children receive free, high quality prekindergarten services by the fall of 2005. F.S. 1002 was passed, creating the Voluntary Prekindergarten Education Program (VPK), which was designed to prepare Florida's four-year-old children for kindergarten and build the foundation for their educational success. The bill specified that the Agency for Workforce Innovation administer the operational requirements of the VPK Program, and have direct responsibility for state-level coordination of the School Readiness Program and of the Early Learning Coalitions, which were designated to implement the VPK program. In 2010, F.S. 1002 was modified to move the Office of Early Learning under the Department of Education, and making it independently accountable to the Governor's office. In 2016, the VPK Program was expanded to include five-year old children not yet enrolled in kindergarten.

Each Coalition is legislatively responsible for developing a comprehensive service delivery plan for administering the School Readiness and VPK programs. The Early Learning Coalition of Osceola County, Inc. (Coalition), a non-profit organization, is designed to fulfill the intent of this legislation at the local level. The governing board of the Coalition consists of 15 to 30 voting mandated and non-mandated members from the local community. Its legislative charge is to provide unified leadership, support, and guidance to ensure that the children of the Osceola community have the opportunity to reap the benefits of developmentally appropriate, research based early education and care programs, help parents achieve and/or maintain self-sufficiency, involve parents as their child's first teacher, emphasize success in school through prevention/intervention, enhance children's educational readiness, support family education, and include health screenings and referrals.

The goal of the Coalition is to increase the quality and availability of early education opportunities for every child in the county. To this effect, the Coalition is working toward enhancing the current system of care, which emphasizes the coordination of programmatic, administrative and fiscal standards across all early education and care programs. This will result in integrated program funding and services to achieve maximum efficiency, accountability and effectiveness.

The Coalition is currently soliciting proposals for services to be funded through federal allocations received by the State of Florida and as authorized through federal and state legislation, and state allocations as authorized through state legislation which specify the required activities for each education and care program. This Request for Proposal is designed to secure a Contract(s) from one or more qualified organizations to provide these services. The Coalition encourages collaboration with all programs and agencies that provide services to children. The Coalition will be evaluating all successful Applicants on their ability to quantify program goals and objectives. Those goals and objectives must achieve high levels of school readiness for the children of Osceola County.

1.2. STATEMENT OF PURPOSE

The purpose of the Coalition is to provide and evaluate innovative early education and care programs and services for children ages birth through age twelve with the priority given to services for children birth to age five, as funding permits. The focus in this Request for Proposal (RFP) is to determine the selection of a quality, seamless early education and care service delivery system in Osceola County.

The Applicant must demonstrate an understanding of early education needs and resources in Osceola County including but not limited to the needs of children at-risk of abuse, neglect or exploitation, the working poor, and low income families. The Coalition will provide direction on the priority of service provision for the various populations. The Applicant must demonstrate the ability to meet the needs of all families in an expeditious manner. The Applicant must demonstrate an understanding of the

Coalition's priorities, requirements and of the resources available for use in Osceola County. The Applicant must demonstrate the ability to provide School Readiness, Voluntary Prekindergarten and related services to eligible children in these groups on a priority basis, as applicable.

The Coalition reserves the right to request a best and final offer from any Applicant to incorporate changes which will support a better understanding of the regulations, or which any regulatory changes may require.

The Coalition reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of its early learning programs and the families who are served by the Coalition either directly or through any of its contractors. The absence of the Coalition setting forth a specific reservation or rights does not subject other areas of the Contract resulting from this RFP to mutual agreement.

The Coalition welcomes and encourages collaborations among service providers. However, in the case of such collaboration, one principal entity must assume full contractual responsibility and must identify its partners, along with the role each will perform.

All Applicants must list costs by individual early learning components. Applicants are required to submit detailed line item budgets for fiscal years:

- October 1, 2021 - June 30, 2022
- July 1, 2022 - June 30, 2023, and
- July 1, 2023 - June 30, 2024.

An Applicant may submit a proposal on one (1) or more of the early learning components. Collaborative proposals are encouraged. **Please note:** *each contract year subsequently reduces the components available for bid.*

1.3. GOVERNING LAW

The applicant must comply will all applicable Federal and State laws, Florida's Department of Education and Coalition regulations, policies, action transmittals, program instructions, review guides and other directives as issued.

The following is a brief listing of applicable laws, regulations, and policies. This listing is not intended to be inclusive of all laws, regulations, policies, etc. that relate to School Readiness and/or Voluntary Prekindergarten Programs.

- A. Chapter 1002.92, Florida Statutes, Child Care and Early Childhood Resource and Referral
- B. Chapter 1002.82(2)(r), Florida Statutes, Office of Early Learning
- C. Chapter 1002.97, Florida Statutes, Records of Children in School Readiness Programs
- D. Chapter 1002, Florida Statutes, Student and Parental Rights and Educational Choices
- E. Section 215.97, Florida Statutes, State Single Audit Act
- F. Computer Related Crimes, Chapter 815, F.S.
- G. Child Care and Development Fund (CCDF) Block Grant, 42 USC § 9858 et seq. and section 418 of the Social Security Act, as amended by Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act, 42 USC § 618
- H. Section 418 of the Social Security Act, as amended by Title VII of the Personal Responsibility and Work Opportunity Reconciliation Act, 42 USC § 618
- I. Section 435.03, Florida Statutes, Level 1 Screening Standards
- J. Section 435.04, Florida Statutes, Level 2 Screening Standards
- K. Provisions of the current approved CCDF State Plan
- L. 45 C.F.R. parts 74, 92,98 and 99

- M. Temporary Assistance for Needy Families, 42 USC § 601 et seq.
- N. Provision of the current approved TANF State Plan
- O. Florida Administrative Code Chapter 6M-4, School Readiness Program
- P. Florida Administrative Code Chapter 6M-8, Voluntary Pre-kindergarten Education Program
- Q. Florida Administrative Code Chapter 6M-9, Early Learning Coalitions
- R. Florida Department of Financial Services – Reference Guide for State Expenditures
- S. The most recent HHS Grant Policy Statement along with all applicable federal policies generally described therein
- T. Grant Award, Terms and Conditions as provided by Florida’s Office of Early Learning or its designee.
- U. The Early Learning Coalition of Osceola County School Readiness Plan as approved by Florida’s Office of Early Learning.
- V. Computer Related Crimes, Chapter 815, F.S.
- W. The 2002 Access Act (July 18, 2002).

1.4. TERM OF CONTRACT RESULTING FROM THIS REQUEST FOR PROPOSAL

The Coalition may contract for all or each of the Early Learning Components (ELC) described herein:

- A. ELC 1: Early Learning Provider Compliance and Support Services
- B. ELC 2: Early Learning Family Services
- C. ELC 3: Payment & Fiscal Administrative Services

The Coalition will enter into a contract(s) for:

- Year 1: ELC 1, 2, and 3
- Year 2 (if renewed): ELC 2 and 3
- Year 3 (if renewed): ELC 3

Contracts will be for a period of one (1) year with subsequent renewal of contracts, which may include modifications of the original contract(s), for up to two (2) additional years. Unless renewed or extended, the contract(s) will end on June 30, 2022.

The contract(s) are subject to: a) satisfactory performance evaluations by the Coalition, b) availability of funds as determined by the Coalition, and c) changes in programmatic or service related needs as determined by the sole discretion of the Coalition. The Contract may also be affected by any changes in statute, funding or rule that may arise during the contract period.

1.5. DEFINITIONS

A. General Terms:

Applicant: a prospective entity that responds to this RFP.

Application: a proposal submitted by the Applicant in response to this RFP.

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

Child Care Provider (Provider): an individual or organization that provides direct early education and care services to children. (For example, a Family Child Care Home or a Child Care Facility).

Coalition: Early Learning Coalition of Osceola County, Inc.

Contract: a binding legal document between the Coalition and the Contractor for the procurement of services. (A formal Contract, at a minimum, consists of the Contract, Attachment I, plus all attachments or exhibits).

Contractor: the entity providing services under the Contract.

Cost Reimbursement: a method of payment used to reimburse the Contractor for actual expenditures incurred in accordance with a line item budget and which are subject to reimbursement as determined by the Coalition.

Early Learning Component (ELC): a specific service for which the Coalition intends to execute a contract. The elements specified under each component cannot be procured separately.

EFS Modernization System: the statewide data system used to capture and maintain all early learning child and payment data

Exhibit: a document or material object added to the Contract's Attachment I, or any other specific attachment.

Fiscal Year: an accounting period of twelve months; July 1st through June 30th.

Florida's Early Learning Family Portal: the component of the single statewide information system through which parents can, at a minimum, register for an account, prequalify for the school readiness program, complete a school readiness application, complete a VPK application, request CCR&R services, and manage their family account.

Florida's Department of Education (FDOE): the state agency responsible for funding and overseeing the implementation of the early learning system in the State of Florida, which includes the School Readiness and Voluntary Prekindergarten Programs.

Florida's Early Learning Provider Services Portal: the component of the single statewide information system through which providers can, at a minimum, register for an account, complete the provider profile for CCR&R information, submit a Statewide School Readiness contract, submit a VPK Application and a Statewide Voluntary Prekindergarten contract, upload all necessary documents, and review and/or edit attendance rosters, and submit attendance rosters to the coalition for payment processing, when the portal becomes available..

Florida Statute Chapter 1002: created by legislation describing the overall requirements and program parameters and components of the School Readiness and Voluntary Prekindergarten initiatives.

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

Local Match: a contribution specified by the funding source to be used to match federal and state funds for child care direct services, and upon which receipt of that donation is contingent. Match may be cash or in-kind services or products that are deemed allowable by Florida's Office of Early Learning.

Method of Payment: a payment specification includes the maximum dollar amount of the Contract, the manner in which Contract costs will be displayed on invoices, the frequency with which invoices will be submitted to the Coalition, and any special conditions pertaining to payment of Contract invoices.

Other Cost Accumulator (OCA) Codes: codes that are utilized to track expenditures which are required by FOEL. Examples of School Readiness OCA Codes may include, but not be limited to 97BBA, 97BDE, etc. Examples of Voluntary Prekindergarten OCA Codes may include, but not be limited to VPADM, VPMON, VPENR, etc. For a full list of all OCA Codes, go to

<http://www.floridaearlylearning.com/Content/Uploads/floridaearlylearning.com/files/Policy/Guidance%20and%20Technical/250.01-OCA-FINAL.pdf>

Outcome: the changes occurring through services in support of achieving the overall goals.

“Proposal” or “Response”: a document submitted by the Proposer in response to this RFP.

Rate Agreement: a method of payment that uses an established rate of payment for a specified unit of service.

Regional Workforce Development Boards: Career Source Florida, Inc. has been created by the Florida legislature to provide workforce development services through regional workforce development boards. Such boards have assumed the responsibilities for work requirement activities associated with the Temporary Assistance for Needy Families (TANF) Program. Such activities and child care service referrals were formerly done through local WAGES Coalitions and staff.

Request for Proposal (RFP): a two-step process of ranking proposals and then negotiating with one, some or all vendors based on the RFP. By incorporating negotiations into the process, proposals may be modified to better meet local needs and provide innovative services.

B. Service Specific Terms:

Administrative Services: services necessary to administer the Contract. Administrative services include, but are not limited to: development and management of early education and child care agreements, development and management of certificate voucher care agreements; fiscal and budgetary activities, personnel management, accounting, executive management, central records, and legal services. Administrative costs associated with the contract(s) are determined by the Coalition.

Advance Payment for Voluntary Prekindergarten Services: a payment to VPK service providers as directed by OEL, for VPK services prior to the submission of a student's attendance record. All advance payments must be reconciled and adjusted based upon actual student attendance in accordance with OEL's Uniform Attendance Policy.

At-risk: children who have been determined to be at-risk of abuse, neglect, and who are clients of the Family Safety Program Office of the Florida Department of Children and Family Services. (This category includes children whose protective services case has been closed due to child care services being provided, for a maximum of six months.)

Child Care Resource & Referral (CCR&R) Agency: an agency that offers a seamless system to address the child care needs of parents, the community, and providers. Information on available early care and education settings are provided as well as information on quality services.

Classroom Assessment Scoring System (CLASS) – is an observational tool that provides a common lens and language focused on the classroom interactions that boost student learning.

Comprehensive Services: a component of planned School Readiness and/or VPK services for Osceola County to support positive early childhood development. Services may be provided directly to the child or family in the areas of family involvement, behavioral health, prevention/intervention, physical health and nutrition services, as well as access and linkages to community resources.

Direct Services: the care, protection, and supervision of a child, for a period of less than twenty-four (24) hours per day on a regular basis, which supplements parental care, enrichment, and health supervision for the child, in accordance with the child's individual needs, and for which a payment, fee, or grant is made. It is also defined as a slot.

Early Care and Education Service System: an integrated and seamless system of services that ensures all children are emotionally, physically, socially, and intellectually ready to enter

school and ready to learn, while fully recognizing the crucial role of parents as a child's first teacher.

Economically Disadvantaged Child: an “economically disadvantaged” child means a child whose family income is below 150% of the federal poverty level. Notwithstanding any change in a family’s economic status but subject to additional family contributions in accordance with the sliding fee scale, a child who meets the eligibility requirements upon initial registration for the program shall be considered eligible until the child reaches age thirteen.

Eligibility Determination: a process used to determine whether or not an applicant for financial assistance for school readiness services or Voluntary Prekindergarten programs is eligible to receive such services under Chapter 6M-4, F.A.C., or Chapter 1002 of the Florida Statutes, Coalition guidelines, and other applicable law.

Florida’s Birth to Five Standards: The State of Florida's Early Learning and Developmental Standards that identify what children from birth to five years old should know and be able to do along a continuum of development. The standards and benchmarks are organized in five (5) domains: Physical Health, Approaches to Learning, Social and Emotional Development, Language, Communication and Emergent Literacy, and Cognitive Development and General Knowledge. Florida’s Early Learning and Developmental Standards for Birth through Five can be accessed by at Florida’s Office of Early Learning website: <http://flbt5.floridaearlylearning.com/>

Gold Seal Facility: any child care facility, center, or home that provides care to children in the School Readiness child care program and is accredited by a recognized accrediting association, whose standards have been approved by the Gold Seal Quality Care Program Task Force Committee. (The Department of Children and Families maintains the official list of Gold Seal Centers and Homes).

Income Eligible: children of working parents whose family incomes do not exceed 150% of the federal poverty income guidelines upon entry into the program. (This term is also referred to as "Low Income").

Informal Care: the full-time care, nurturing and protection of children by relatives, members of their tribes or clans, godparents, stepparents, or any adult who has a care taking relationship with a child. The rate for informal care cannot exceed 50% of the licensed family child care rate.

Non-Direct Services: services that include local match development and support, indirect costs as determined by an indirect cost agreement or cost allocation plan, client eligibility, comprehensive services and provider services to improve quality. These services are intended to support families; provide certificate/voucher care; ensure safe, developmentally appropriate, and family friendly child care services; and assist families in preventing abuse and remaining or becoming economically self-sufficient. Direct services costs are negotiated by the Coalition.

Outreach: a systematic attempt to provide services beyond conventional limits to underserved segments of the community.

Parent Fee: the parent's co-payment for child care services as based on the Federal Poverty Level and the Coalition approved sliding fee scale, taking into account family size and household income.

Prevailing Market Rate: the 75th percentile of the market rate as determined by an annual market rate survey. FOEL, through the Statewide Child Care Resource and Referral Network, conducts an annual market rate survey. The survey reflects prices child care providers in the community are charging the general public. This provides guidance to the Coalition for establishing reasonable child care rates.

Project Cost: the cost of child care, such as the contract amount, parent fees and local match. (The contract amount includes child care slot and direct services cost).

Protective Services/Protective Supervision: a status under the Department of Children and Families – Family Services Program – for those children who have been victims of abuse, neglect

or exploitation. Those children are under the jurisdiction of that agency and provided School Readiness services by the Coalition.

Provider: an individual or organization providing direct early care and education services to children in a center, faith-based, school-based or family home setting.

Quality Services: any service provided to the families, early care professionals or the community that improves or enhances the quality of the programs offered to the children in Osceola County.

Relative Provider Program: child care provided for children who have been adjudicated dependent, have an approved home study; and either has been placed by the court with the relative under protective supervision or the relative has been granted temporary custody by the court. (The child must be a recipient of the cash payment as part of the Relative Provider Program).

School-Age Care: school-age care is care provided for children who are 5-12 years of age for after-school, before-school, non-school days and summer care.

School Readiness Programs/Services: those programs authorized by F.S. Chapter 1002 providing care, protection and supervision of a child for a period of less than twenty-four hours per day on a regular basis. These programs supplement parental care and provides enrichment and health supervision for the child in accordance with the child's individual needs and for which a payment, fee, or grant is made.

Simplified Point-of-Entry: infrastructure/system that facilitates parents' access to services and provides coordination among the network of providers and across the continuum of childcare services and programs.

Slot: a funded unit of financial assistance for early care and education services.

Slot Management: the system of forecasting, tracking, reporting, and analyzing slot utilization and ensuring that enrollments occur in accordance with Coalition priorities, policies and funding parameters, in order that resources are maximized and fiscal soundness is maintained.

Special Needs: children, ages 13 to 17, as defined in Chapter 445.023, F.S, who are currently applicants or clients of the School Readiness child care program and who have been determined by the Contractor and/or the Coalition to meet eligibility criteria.

Temporary Assistance to Needy Families (TANF): the federal economic assistance program to families administered under the Department of Children and Families, Economic Self-Sufficiency Program. This program is authorized under Part A of Title IV of the Social Security Act.

TANF Recipient: a person who receives temporary cash assistance or family member of that person as defined in 45 CFR Part 260 and s. 414.1585, F.S.

Transitional Child Care (TCC): families determined eligible by local Workforce Development Boards for Transitional Child Care services may enter and continue to receive School Readiness child care services until the family income exceeds 200% of the federal poverty level.

Unified Waitlist: the list of children whose families are deemed preliminarily eligible for financial assistance for early care and education services in a county, and are waiting for said care.

Unit Cost Reimbursement: a payment method used to reimburse for each unit served.

Voluntary Prekindergarten Education Program (VPK): program providing free Prekindergarten instructional services to all eligible four year olds in Florida.

Voucher/Certificate: the documents necessary to authorize and verify payments to child care providers who are legally providing child care but are not a part of the provider rate agreement system.

Welfare Transition: formerly, Work and Gain Economic Self-Sufficiency (WAGES) program implemented statewide October 1, 1996, in accordance with Chapter 414, F.S. and which

provides eligible clients with temporary cash assistance. In October of 2000, Florida passed the Florida Workforce Innovation Act (Senate Bill 2050), which redefined Florida's welfare delivery system by replacing the former Work and Gain Economic Self-Sufficiency Program with the Welfare Transition Program.

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SECTION 2: RFP PROCESS

2.1. CONTACT PERSON

This RFP is issued by the Early Learning Coalition of Osceola County, Inc. The contact person listed below is the sole point of contact for this RFP. The contact person for this RFP is:

AMANDA KELKENBERG
CHIEF EXECUTIVE OFFICER
EARLY LEARNING COALITION OF OSCEOLA COUNTY
1631 E. VINE STREET, SUITE E
KISSIMMEE, FLORIDA 34744
AKELKENBERG@ELCOSCEOLA.ORG

Entities requesting a copy of the RFP may download the document as a PDF file on the Coalition's website: www.elcosceola.org/ or submit a written request for an electronic PDF file to the contact person listed above.

2.2. SCHEDULE OF EVENTS AND DEADLINES (TENTATIVE)

ACTIVITY	DATE	TIME	ADDRESS
Request for Proposal Advertised:	07/12/2021	N/A	N/A
Request for Proposal Released and Posted on the Coalition's Website: www.elcosceola.org/	07/12/2021	N/A.	1631 E. Vine Street, Ste. E Kissimmee, Florida 34744
Notice of Intent to Submit an Application	07/21/2021	5:00 p.m.	1631 E. Vine Street, Ste. E Kissimmee, Florida 34744
All Written Inquiries to be received by:	07/26/2021	on or before 5:00 p.m.	1631 E. Vine Street, Ste. E Kissimmee, Florida 34744
Written responses to all Applicant inquiries, including RFP Addenda, shall be posted on the Coalition's website and provided by email:	07/30/2021	12:00 p.m.	N/A
Sealed Applications must be received:	08/09/2021	2:00 p.m.	1631 E. Vine Street, Ste. E Kissimmee, Florida 34744
Applications will be opened by the Coalition:	08/10/2021	3:00 p.m.	1631 E. Vine Street, Ste. E Kissimmee, Florida 34744
Proposals will be distributed to Procurement Committee for review and ranking:	08/10/2021 – 08-18-2021		N/A
*Review of Proposal Summary Rankings and Final Selection Made by Procurement Committee:	08/20/2021	1:00 p.m.	1631 E. Vine Street, Ste. E Kissimmee, Florida 34744
*Posting/Protest Period:	08/23/2021 – 08/27/2021		1631 E. Vine Street, Ste. E Kissimmee, Florida 34744
*Contract Negotiations:	09/01/2021 – 09/18/2021		N/A
*Coalition Board Approval of Contract:	8/26/21	2:00 p.m.	1631 E. Vine Street, Ste. E Kissimmee, Florida 34744
Anticipated effective date of Contract:	10/01/2021	N/A	

** These dates and locations are subject to change. Applicants will be notified of any changes made to the schedule of events.*

2.3. LIMITATIONS ON CONTACTING EARLY LEARNING COALITION PERSONNEL/OTHERS

Applicants are prohibited from contacting or holding discussions with Coalition Board members regarding this solicitation. The Chief Executive Officer, Amanda Kelkenberg, may be contacted through writing via email or mail regarding the submission of questions relating to this RFP up to **July 26, 2021**. Any violation may result in the disqualification of the Applicant. Please refer to Section 2.7 for instructions regarding inquiries.

2.4. APPLICANT DISQUALIFICATION

- A. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S. is disqualified from submitting an Application.
- B. Failure to have performed any contractual obligations with the Coalition in a manner satisfactory to the Coalition will be a sufficient cause for disqualification. To be disqualified as an Applicant under this provision, the Applicant must have:
 - 1. Previously failed to satisfactorily perform in a Contract with the Coalition, been notified by the Coalition of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Coalition; or,
 - 2. Has had a Contract terminated by the Coalition, by any other State agency, or by any Children's Services Council for just cause.
- C. Applicants who contact Coalition Board Members or Coalition personnel who are not identified as the contact person in Section 2.1 for the purpose of asking questions or discussing the content of the RFP may be disqualified.
- D. Applicants who have an employee who participated in the development and/or review of the RFP documents for this Solicitation shall be disqualified.

2.5. NOTICE OF INTENT TO SUBMIT AN APPLICATION

Any interested Applicant must submit the Intent to Submit Form (Appendix A) by 5:00 p.m. Eastern standard time, **July 21, 2021** to:

EARLY LEARNING COALITION OF OSCEOLA COUNTY
ATTN: PROCUREMENT COMMITTEE
1631 E. VINE STREET, SUITE E
KISSIMMEE, FLORIDA 34744

The purpose of the Intent to Submit Form is to provide the Coalition with the address and contact person for each Applicant so that any notices of action or addenda can be forwarded appropriately. **ANY PERSON OR FIRM THAT FAILS TO SUBMIT THE INTENT TO SUBMIT BY THE DEADLINE SET FORTH IN THIS PARAGRAPH (2.5) SHALL BE EXCLUDED FROM THE RFP PROCESS.** Facsimile or electronic transmission will not be accepted.

2.6. APPLICANT'S CONFERENCE/WRITTEN INQUIRIES

All inquiries requesting clarification regarding this RFP must be made in writing to the contact person identified in Section 2.1 and by the date posted in Section 2.2 of this document.

No further questions or requests for clarification regarding this RFP will be entertained after 5:00p.m. (EST) on the last day for receipt of written inquiries set forth in the Schedule of Events and Deadlines to the Coalition. Written responses to questions and requests for clarification will be posted on the Coalition's website at www.elcosceola.org/ on the date set forth for Coalition response on the Schedule of Events and Deadlines. Additionally, hard copy responses to all inquiries which require clarification will be made available by 12:00p.m., on July 30, 2021 at 1631 East Vine Street, Ste. E, Kissimmee, Florida 34744. It is the sole responsibility of the Applicant to ensure that all questions or requests for clarification are received, via email or hard copy, by the Coalition and that such are received within the time period established for receipt of written inquiries. Upon written request, the Coalition will mail copies of the Coalition's written responses to questions and requests for clarification to the Applicant at the address identified in Applicant's Intent to Submit Form (Appendix A). Certified Minority Business Enterprises are encouraged to apply and participate in the RFP process.

2.7. ADDENDA

The Coalition has the absolute right to cancel, amend, modify, supplement or clarify this RFP solicitation at any time at its sole discretion. If any solicitation revisions become necessary or appropriate, as determined by the Coalition, the Coalition will email written addenda to those Applicants who submitted a Notice of Intent to Submit a Proposal to the Coalition. Any addendum issued by the Coalition will include a receipt acknowledgment.

2.8. ACCEPTANCE/REJECTION OF PROPOSALS AND WAIVER OF IRREGULARITIES

All Applications must be received by the Coalition by **2:00pm on August 9, 2021**, at:

EARLY LEARNING COALITION OF OSCEOLA COUNTY
ATTN. PROCUREMENT COMMITTEE
1631 E. VINE STREET, SUITE E
KISSIMMEE, FLORIDA 34744

Any Application submitted shall remain a valid offer for at least 180 days after the Application submission date. No changes, modifications or additions to the Applications submitted will be accepted by or binding on the Coalition after the deadline for submitting Applications has passed.

The Coalition reserves the right to reject any and all Proposals, and/or to re-advertise, to waive any defects, irregularities, informalities or technicalities therein, to negotiate Contract terms with the successful Applicant to disregard all non-conforming or non-responsive parts of a Proposal, or to accept any Proposal which, in the Coalition's sole judgment will best serve its interests. The Coalition may supplement, amend, modify and/or expand the solicitation requirements, accept Proposals from one or more Applicants, in whole or in part, and award only a portion of this solicitation. The Coalition reserves the right to cancel this RFP solicitation at any time without any liability and to cancel the award of any Contract at any time before execution of said Contract by all parties without any liability to the Coalition. In consideration of the Coalition's evaluation of submitted Proposals, the Applicant, by submitting its Proposal, expressly waives any claim to damages, of any kind whatsoever, in the event the Coalition exercises its rights provided for in this section (Section 2.8.).

2.9. WITHDRAWAL OF APPLICATION

A written request for withdrawal, signed by the Applicant, may be considered if received by the Coalition within seventy two (72) hours after the Application opening time and date indicated in the Schedule of Events and Deadlines. A request received in accordance with this provision may be granted by the Coalition upon proof of the impossibility to perform based upon an obvious error on the part of the Applicant as described in Rule 6M A-1.002(7), F.A.C.

2.10. NOTICE OF QUALIFIED APPLICANTS

The Coalition will post a list of qualified Applicants with whom it will seek to negotiate on the date specified in Section 2.2 on the Coalition website and at the location listed below for a period of seventy two (72) hours.

EARLY LEARNING COALITION OF OSCEOLA COUNTY
1631 E. VINE STREET, SUITE E
KISSIMMEE, FLORIDA 34744
www.elcosceola.org/

2.11. IDENTICAL OR TIE RESPONSES

In the event that proposals are similar or near similar, the Coalition reserves the right to select for negotiation the proposal or proposals that provide the best value. Best value means the highest overall value to the Coalition based on objective factors that include, but are not limited to, price, quality, design, and workmanship.

2.12. PUBLIC RECORDS/PROPOSER TRADE SECRETS

Article 1, Section 24 of the Florida Constitution and Chapter 119, F.S., guarantees every person access to all public records. All information contained within each Proposal submitted to the Coalition pursuant to this RFP is part of the public domain, consistent with Chapter, 119, F.S. Applicants must invoke the exemptions to disclosure provided by law, in their Proposals by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and state the reason, in writing, why the exclusion from public disclosure is necessary. Such claimed exempt information shall be segregated from the remainder of the Proposal. All Proposals will be open for public inspection in accordance with Chapter 119, F.S., except for any information that qualifies as exempt information under Florida Statutes and which have been identified by the Applicant. The Applicant agrees that no right or remedy for damages shall be had against the Coalition that arises from any disclosure made by the Coalition herein, in good faith, pursuant to Chapter 119, F.S. Further, the Applicant agrees that it shall indemnify, defend and hold the Coalition harmless from and against any losses, expenses, liabilities, costs, (including court costs and reasonable attorney's fees and costs), claims or actions by a third party that relates to the Applicant's claimed exemptions herein.

2.13. PROTEST OR DISPUTES

Any person who believes that he or she is adversely affected by the Coalition's decision concerning a procurement solicitation or Contract award and who wants to protest such decision shall file a protest in compliance with section 120.57(3), F.S., and Rule 60A-1.006(6), F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S. This protest must be filed within the 72 hours of the posting period.

Any Applicant who desires to file a formal protest to this RFP, must accompany that protest with a bond payable to the Coalition in an amount equal to one percent of the Coalition estimate of the total volume of the Contract or \$5,000, whichever is less, which bond shall be conditioned upon the payments of all costs which may be adjudicated against them in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. 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.

2.14. PROCEDURE FOR CONDUCTING NEGOTIATIONS

After completion of a thorough review, the Coalition will determine which Applicants meet the minimum requirements deemed necessary by the Coalition for conducting negotiations. Assuming that such minimum requirements have been met, the Coalition will negotiate with one or more of the Applicants, as posted, following the 72-hour protest period. Negotiations shall continue to the satisfaction of the Coalition or, if the Coalition determines a satisfactory agreement cannot be reached, the Coalition may initiate negotiations with any other Applicant(s). The Coalition reserves

the right, at all times during the negotiation process, to negotiate with one or more Applicant(s) at the same time, but is under no obligation to do so. During the course of negotiations, the Coalition may determine that a particular function or set of functions is better met providing the service itself or by an Applicant applying for a different service. The Coalition reserves the right to negotiate with such an Applicant with respect to such function or set of functions if deemed in the best interests of the Coalition and the children of Osceola County. With respect to any of the services that are a part of this RFP, in the event that (1) the Coalition determines that no Applicant has met the minimum requirements in order to initiate negotiations or (2) a contract cannot be negotiated with any of the ranked Applicants who respond to the RFP, the Coalition shall have the right to issue a new RFP or other bid document to seek qualified Applicants, to provide the services itself, or to use another process (for example, sole source contracting or extending existing contracts while re-advertising) in order to have the service(s) provided. The Coalition reserves the right to determine at any point in the negotiation process that further negotiations are not in its best interest and reserves the right to extend existing contracts for a period not to exceed one year during which time a new RFP will be issued. A representative of the Applicant who is authorized to make decisions must be present at all scheduled negotiation sessions.

2.15. NOTICE OF CONTRACT AWARD

The Coalition anticipates awarding one (1) or more Contracts to the responsible and responsive Applicant(s) Proposal as determined, in writing, to be the most advantageous to the Coalition, taking into consideration the price and the other criteria set forth in this RFP. The Coalition will electronically post a Notice of its Intended Award on the Coalition's website following the Coalition Board's selection of the successful Applicant. If the notice of award is delayed, in lieu of posting the notice of intended award, the Coalition will post a notice of the delay and a revised date for posting the notice of intended award.

2.16. TERM OF CONTRACT RESULTING FROM THIS REQUEST FOR PROPOSAL

The Coalition anticipates entering into one (1) or more Contracts for the School Readiness and Voluntary Prekindergarten Program services outlined in this RFP for fiscal year 2021-22, with the ability to renew the Contract annually for up to two (2) additional one (1) year periods. Renewal contracts will be based on the ELC Components established for contracting that year and subject to: (i) availability of funds as determined by the Coalition in its sole and absolute discretion (taking into account all of the services the Coalition is providing or may be required to provide) and, (ii) satisfactory performance evaluations of the Contractor by the Coalition.

2.17. COMPLIANCE WITH LAWS/RULES/REGULATIONS

The successful Applicant shall for itself, and it shall cause each of its employees, agents, representatives, contractors and subcontractors to continuously comply with any and all federal, state, and local laws, rules, regulations, codes, ordinances, statutes and orders of any public authority bearing on the performance of the awarded Contract by Applicant. The successful Applicant shall ensure throughout the duration of the Contract that it, and all of its contractors and subcontractors of any tier, shall be properly licensed and certified continuously throughout the duration of all work performed and services provided in accordance with the resulting Contract. All such licensing and certification shall be at the sole cost of each contractor and subcontractor. Upon request, Applicant shall furnish to the Coalition copies of any licenses, permits or certifications required to comply with any law, rule, regulation, code, ordinance, statute and order referenced herein.

2.18. COST OF PREPARATION OF PROPOSAL

The Coalition is not liable for any costs incurred by the Applicant in responding to this Request for Proposal.

2.19. EMPLOYMENT/RETENTION OF UNAUTHORIZED ALIENS

The Coalition shall consider the employment or retention by any Applicant of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for rejection of the Proposal or, if subsequently discovered, for unilateral cancellation of the Contract without any liability to the Coalition.

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SECTION 3: MINIMUM REQUIREMENTS

3.1. GENERAL STATEMENT OF COMMITMENT

Each applicant should demonstrate they will provide innovative early learning services which enhance the Coalition's goal of providing a quality scope of services for children ages birth to twelve. Every service should endeavor to improve children's potential for success in education and future employment while promoting their social, emotional, physical, and intellectual needs.

3.2. ORGANIZATIONAL CAPACITY

Each Applicant shall demonstrate their organizational capacity to perform the services successfully for which they are submitting an application. Organizational capacity will be measured in the areas of administrative and financial capacity. At a minimum, the following must be reflected in the Applicant's proposal:

A. Administrative Capacity

Administration consists of the services necessary to maintain operations and management of the program, e.g. fiscal and budgetary activities, personnel, contract management, and general administrative services and should include:

- a. A strategic plan with measurable objectives that incorporates routine reviews of key performance measures;
- b. A chart reflecting the Applicant's organizational structure as it relates to services in this RFP. The Applicant must demonstrate that its corporate structure is sufficient to complete the proposed project. Evidence should include, but not be limited to, an organizational chart identifying how staff relates to each other and the organization's goals;
- c. A brief synopsis of organizational qualifications indicating ability to manage and complete the proposed project;
- d. Evidence that the Applicant is qualified to provide early learning services according to the mandates in this RFP or a plan to become qualified prior to Contract execution;
- e. Evidence that the Applicant has proven experience serving the target populations, including but not limited to, providing evaluations of past, related experience in working with targeted populations; and/or if the Applicant plans to subcontract, the application should include details of the qualifications of the subcontractors and the ability of the Applicant to manage the subcontract(s);
- f. Evidence that the Applicant has agency policies and procedures related to personnel management, general administrative services, and risk management;
- g. Evidence that the Applicant has the ability to submit reports and data on a timely basis as required by the Coalition and FOEL. Applicants must participate in funding applications, monitoring, audits, etc. to the extent needed as required by Government, State, Counties, or private entities.

B. Financial Capacity

2. Each organization must be capable of supporting its own operation. Evidence of sound financial management practices shall include, but not be limited to:
 - a. A copy of the Applicant's most recent financial statement or audit (applies to Applicants applying for more than \$300,000 in federal funds during a fiscal year);
 - b. A copy of the Applicant's cost allocation plan or related documentation explaining how the Applicant will allocate resources to activities related to key processes/program activities

- c. Evidence that demonstrates that the Applicant has accounting policies and procedures in place that assures a high degree of accountability, including evidence of internal controls with generally accepted accounting practices;
- d. Evidence that demonstrates adequate financial resources or the ability to obtain them. The Applicant has the capability to operate the services as represented in this RFP without any payments for at least 30 days from initial implementation of this Contract;
- e. Evidence that demonstrates that during the term of the Contract, appropriate bonding and certificates of insurance will be obtained and maintained. These may include, but are not limited to Commercial Liability, Automotive Liability, Workers Compensation, and Fidelity Bonding.

3.3 MANAGEMENT AND COORDINATION OF MANAGEMENT INFORMATION SYSTEMS

The Contractor shall manage and coordinate a management information system (MIS) that has the capacity to deliver agreed upon services. At a minimum, the following must be reflected in the Applicant's proposal:

- a. A description of the Applicant's current or proposed management information system. The Contractor must agree to maintain, at its own expense, personal computers, software, LAN standards and email compatible with the Coalition and FDOE.
- b. A plan to accomplish data requirements as specified in this RFP. The Applicant must be able to demonstrate the ability to manage complex data and high volume transactions, as applicable. This includes, but is not limited to, the ability to demonstrate that the capacity of the operating system is large and fast enough to process data requirements in an efficient manner with proposed computer hardware and software equipment that is reliable and sufficient to comply with both internal and external data requirements.
- c. A plan for aligning records and documentation with automated data, as applicable.
- d. A plan for ensuring that all systems are consistent with the requirements of the State and the Coalition. The Contractor must agree to maintain, at its own expense, a system configuration that meets the requirements necessary to easily access the new EFS Modernization System.
- e. The Applicant must be able to demonstrate an understanding of mandated documentation and record keeping requirements, including client confidentiality, data accessibility to the Coalition, applicable data storage and backup and recovery processes.
- f. The Applicant must be able to demonstrate throughout the proposal that it has the experience with data base management, including personnel to support the system and capacity to meet the data and record keeping requirements in this RFP.
- g. The Applicant has a workflow process that supports their ability to meet the tracking and reporting requirements, as applicable.
- h. A plan to continue to roll out the successful utilization of the new EFS Modernization System with providers, parents, internal staff and Coalition staff in learning how to navigate the EFS Modernization System, including but not limited to, assisting the Coalition in creating the Coalition's dashboard, downloading reports, view provider and child data for monitoring purposes and other information as determined, and installing EFS modernization stations throughout Osceola County and in accordance to Coalition direction, as applicable.
- i. See Appendix M: EFS MOD Specifications for additional information on system requirements.

3.4. RELATIONSHIPS WITH KEY COMMUNITY STAKEHOLDERS

The Coalition encourages collaboration with key community stakeholders and experts in the early learning field to deliver early learning services described in this RFP. At a minimum, the following must be reflected in the Applicant's proposal:

- a. Identification of critical relationships with local key community stakeholders, especially those identified in Section 6.16, and descriptions of how the Applicant will communicate with applicable organizations regarding the provision of coordinated services, improving quality of services and programmatic issues.
- b. A description of how the Applicant will handle referrals for its services.
- c. Letters of support from key community organizations/entities.
- d. Description of the Applicant's interagency collaboration process, including past experience with subcontracts and/or interagency collaborative initiatives.

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SECTION 4: MINIMUM PROGRAMMATIC REQUIREMENTS

4.1. GENERAL STATEMENT

The Coalition intends to pursue contract(s) for services in three (3) main service areas. The services have been labeled as Early Learning Components (ELC) and are listed below. A potential applicant may provide responses to a single Component or all Components contained in this RFP. Applicants must provide, or sub-contract for all services requested in each ELC in accordance with the specifications in this Request for Proposal. All the minimum requirements for each ELC have to be met in order for the response for that ELC to be considered. Separate contracts may be executed for each ELC.

ELC 1: EARLY LEARNING PROVIDER COMPLIANCE AND SUPPORT SERVICES: (YEAR 1)

- a. Provider contract management, including compliance monitoring activities and provider profile management in the Provider Simplified Point-of-Entry System
- b. Provider recruitment and eligibility, including informal provider support, to expand the supply of early education and care for infants and toddlers, School Readiness, VPK services, and unique population needs.
- c. Technical Assistance to providers regarding contracts and compliance activities
- d. Needs Assessment
- e. Ensure compliance with FDOE grant requirements and thresholds

ELC 2: EARLY LEARNING FAMILY SERVICES (YEAR 1/YEAR 2)

- a. Early Learning Eligibility & Enrollment Services
 - i. Eligibility determination for School Readiness and Voluntary Prekindergarten early education and care services. Re-certification of School Readiness participants.
 - ii. Enrollment of children in early learning education and care programs. Voucher and certificate management.
 - iii. Management of child withdrawals, transfers and re-enrollments.
 - iv. Simplified point of entry/wait list management
 - v. Consumer education and outreach initiatives
 - vi. Ensure compliance with FDOE grant requirements and thresholds

- b. Child Care Resource & Referral Services
 - i. Child care consumer information, education and referrals for parents
 - ii. Employer and community support, education and assistance.
 - iii. Maintenance of CCR&R database.
 - iv. Consumer education and outreach initiatives.
 - v. Ensure compliance with FDOE grant requirements and thresholds

ELC 3: PAYMENT & FISCAL ADMINISTRATIVE SERVICES

(YEAR 1/YEAR 2/YEAR 3)

- a. Administration of payments to School Readiness and VPK providers, including reimbursement payments and/or pre-payment and reconciliation payments;
- b. Early learning direct services database collection, management, and reporting by funding category utilizing the new EFS Modernization System.
- c. Early learning services fiscal management and analysis.
- d. Rate/fee schedules management and compliance.
- e. Monitoring of School Readiness and VPK child attendance sheets.
- f. Administrative technical assistance to early learning providers to ensure compliance with local, state, and/or federal standards regarding fiscal administration and prepayment/reimbursement issues.
- g. Ensure compliance with FDOE grant requirements and thresholds

4.2 EARLY LEARNING COMPONENTS (ELC)

The major goals of the Coalition are to provide an integrated and seamless system of services that provide easy access to eligible families into the School Readiness and/or Voluntary Prekindergarten programs, establish and maintain an infrastructure that allows children to move easily in and out of the system and supports accurate payment to providers, while managing all required data requirements from FOEL and the Coalition.

4.2 – A: ELC 1 - EARLY LEARNING PROVIDER COMPLIANCE AND SUPPORT SERVICES: (YEAR 1 ONLY)

Major Goals

Goal 1: Ensure provider compliance with all state and federal statutory requirements.

Goal 2: Increase accuracy of provider compliance and record keeping functions.

Goal 3: Ensure adequate supply of providers in the community to meet community need

1. Major Activities

The Applicant shall describe how it will provide services to all providers in Osceola County, including:

- a. Provider contract management, including compliance monitoring activities and provider profile management in the Provider Simplified Point-of-Entry System
- b. Provider recruitment and eligibility, including informal provider support, to expand the supply of early education and care for infants and toddlers, School Readiness, VPK services, and unique population needs.
- c. Technical Assistance to providers regarding contracts and compliance activities
- d. Needs Assessment
- e. Ensure compliance with FDOE grant requirements and thresholds

See Appendix K for Community Demographics on clients served

See Appendix L for State Statutes, Rules, and Guidance related to required major activities

2. Staffing Plan

Each Applicant shall demonstrate their staffing capacity to successfully perform each component for which they are submitting an application. Items to address in this area include: number of staff by position, education and professional qualifications of key personnel, average length of experience in position, and other factors deemed relevant by the Applicant. At a minimum, the following must be reflected in the Applicant's proposal:

- i. A staffing plan, that includes the number of staff, including personnel job descriptions with salary ranges and minimum education requirements, which reflect the ability of the Applicant to fulfill the service obligations under its Proposal. The staffing plan should include, but not be limited to, organization of staff and timelines for hiring and training new staff for proposed services (as applicable) and a plan for how turnover, long-term absences, and future recruitment and hiring issues will be managed.
- ii. The Applicant will describe how all staff, and any subcontractor staff, will meet applicable staff qualifications as required by 943.052, Florida Statutes.

3. Evaluation Strategy

Each applicant shall demonstrate their ability to meet quality and grant outcomes by providing the following:

- i. Description of the Applicant's existing or planned continuous quality improvement processes and relationship to program/service outcomes.
- ii. A customer satisfaction determination process that centers on the customer's experience with services and including a process to adapt services based on customer satisfaction data.
- iii. A complaint/conflict resolution process, including grievance policies or procedures addressing parents, providers, and/or staff.
- iv. A summary of the Applicants capacity to achieve the performance specifications below:
 1. **One hundred percent (100%)** of existing School Readiness providers shall receive a Program Compliance monitoring inspection.
 2. **One hundred percent (100%)** of School Readiness providers will be evaluated annually to determine their implementation of a developmentally appropriate curriculum, which includes a character development component.
 3. **One hundred percent (100%)** of the child care providers that receive a violation through a program compliance monitoring will be offered technical assistance.
 4. **One hundred percent (100%)** of providers who have been determined as non-compliant will receive Coalition approved non-compliance notification and grievance process policies within five (5) business days by certified mail with delivery confirmation, in addition to email and/or regular mail.
 5. **One hundred percent (100%)** of eligible providers who apply to become a VPK provider will be certified within ten (10) days of application submission or upon submission of all required forms and documentation.
 6. A minimum of **fifty percent (50%)** of the VPK providers shall receive a program evaluation annually, prioritized according to the Coalition's policies and procedures.

7. **Eighty-five percent (85%)** or higher of providers responding to the provider survey will report that they are satisfied with the quality of central agency services received including response time to questions and overall customer service functions.

4. Budget

All applicants will include a detailed budget and optional narrative for each ELC they are applying for each year. See Appendix C: ELCOC RFP Budget Worksheet and Appendix N: ELCOC Staffing Budget Detail.

4.2 – B: ELC 2 – EARLY LEARNING FAMILY SERVICES (YEAR 1/YEAR 2)

Major Goals

Goal 1: Increase community awareness of early learning programs/services through program services and outreach initiatives.

Goal 2: Ensure all families, including families from unique populations, have access to information and resources to support them in meeting their early learning needs

Goal 3: Increase knowledge of parents with children ages birth – five (0-5) in all areas of child development and support for their role of parent as child's first teacher.

1. Major Activities

The Applicant shall describe how it will provide services to all families in Osceola County according to guidelines set by Florida State and Rule; including:

a. Early Learning Eligibility & Enrollment Services

- i. Eligibility determination for School Readiness and Voluntary Prekindergarten early education and care services. Re-certification of School Readiness participants.
- ii. Enrollment of children in early learning education and care programs. Voucher and certificate management.
- iii. Management of child withdrawals, transfers and re-enrollments.
- iv. Simplified point of entry/wait list management
- v. Consumer education and outreach initiatives
- vi. Ensure compliance with FDOE grant requirements and thresholds

b. Child Care Resource & Referral Services

- i. Child care consumer information, education and referrals for parents
- ii. Employer and community support, education and assistance.
- iii. Maintenance of CCR&R database.
- iv. Consumer education and outreach initiatives.
- v. Ensure compliance with FDOE grant requirements and thresholds

See Appendix K for Community Demographics on clients served
See Appendix L for state rules and guidance related to required major activities

1. Staffing Plan

Each Applicant shall demonstrate their staffing capacity to successfully perform each component for which they are submitting an application. Items to address in this area include: number of staff by position, education and professional qualifications of key personnel, average length of experience in position, and other factors deemed relevant by the Applicant. At a minimum, the following must be reflected in the Applicant's proposal:

- iii. A staffing plan, that includes the number of staff, including personnel job descriptions with salary ranges and minimum education requirements, which reflect the ability of the Applicant to fulfill the service obligations under its Proposal. The staffing plan should include, but not be limited to, organization of staff and timelines for hiring and training new staff for proposed services (as applicable) and a plan for how turnover, long-term absences, and future recruitment and hiring issues will be managed.
- iv. The Applicant will describe how all staff, and any subcontractor staff, will meet applicable staff qualifications as required by 943.052, Florida Statutes.

2. Evaluation Strategy

Each applicant shall demonstrate their ability to meet quality and grant outcomes by providing the following:

- i. Description of the Applicant's existing or planned continuous quality improvement processes and relationship to program/service outcomes.
- ii. A customer satisfaction determination process that centers on the customer's experience with services and including a process to adapt services based on customer satisfaction data.
- iii. A complaint/conflict resolution process, including grievance policies or procedures addressing parents, providers, and/or staff.
- iv. A summary of the Applicants capacity to achieve the performance specifications below:
 - 1. **One hundred percent (100%)** of children initially enrolled or redetermined for School Readiness services will meet eligibility priorities as established in statute or rule and within Coalition approved eligibility priorities.
 - 2. **One hundred percent (100%)** of Workforce Transition cash assistance eligible clients subject to work participation, as qualified by Work Force or their designee, who need School Readiness services will be served within ten (10) working days after receipt of referral, subject to availability of funding.
 - 3. **One hundred percent (100%)** of children determined to be at-risk of abuse or neglect as determined by the Department of Children and Families, and in accordance with the Rilya Wilson Act, will be served within ten (10) working days, subject to availability of funds.
 - 4. **One hundred percent (100%)** of children determined to be at-risk of abuse or neglect as determined by the Department of Children and Families, who meet the age group priorities as established by the Coalition, will be served within ten (10) working days, subject to availability of funds.

5. **One hundred percent (100%)** of School Readiness eligible Special Needs children who apply for services will receive an eligibility certificate to attend School Readiness programs as authorized by the Coalition's approved eligibility priorities.
6. **One hundred percent (100%)** of families with eligible four-year-old children who apply for Voluntary Prekindergarten services will receive a VPK enrollment certificate, pending the submission of required forms and documentation.
7. **One hundred percent (100%)** of children enrolled into the VPK program will have met all state mandated eligibility requirements.
8. **One hundred percent (100%)** of new or re-enrolling parents receiving eligibility services will also receive Child Care Resource and Referral (CCR&R) services. Parents being re-certified will be offered CCR&R services as needed.
9. **Ninety five percent (95%)** of cases will have their eligibility determined accurately, efficiently and timely in compliance with FDOE guidelines.
10. Parents/customers will be able to access all early learning services **ninety five percent (95%)** of the time during operational hours, including all associated equipment, technology and staffing structures needed to handle the volume of calls, walk-in clients, and eligibility interviews.
11. **Ninety five percent (95%)** of provider and child files will be maintained in accordance with FDOE and Coalition requirements.
12. VPK provider and child enrollment information collected by the Contractor will be entered into the EFS Modernization System within **ten (10) days** upon certification/enrollment completion.
13. **One hundred percent (100%)** of families receiving CCR&R services will have received information or referrals to community resources and/or services, as requested and as available.

3. Budget

All applicants will include a detailed budget and optional narrative for each ELC they are applying for each year. See Appendix C: ELCOC RFP Budget Worksheet and Appendix N: ELCOC Staffing Budget Detail.

4.2 – C: ELC 3: PAYMENT & FISCAL ADMINISTRATIVE SERVICES (YEAR 1/YEAR 2/YEAR 3)

Major Goals

Goal 1: Streamline service delivery processes to maximize administrative efficiency, reporting accuracy, and overall program effectiveness

Goal 2: Ensure all families, including families from unique populations, have access to information and resources to support them in meeting their early learning needs

1. Major Activities

The Applicant shall describe how it will provide services in Osceola County, including:

- a. Operational and administrative functions necessary to administer early learning services to providers:

- b. Administration of School Readiness and VPK provider payments including pre-payment and reconciliation payments and/or reimbursement payments:
- c. Early learning direct services database collection, management, and reporting of services utilizing the EFS Modernization System.
- d. Early Learning services fiscal management and child care slot analysis:
- e. Monitoring of School Readiness and Voluntary Prekindergarten attendance sheets:
- f. Administrative technical assistance to early learning providers to ensure compliance with local state, and/or federal standards regarding fiscal administration and prepayment/reimbursement questions:
- b. Parent Sliding Fee Schedule and Provider Reimbursement Rate schedules management and compliance
- c. Financial liability for slot utilization deficits; disallowed costs and/or failure to have budget within 1% of slot budget:

See Appendix K for Community Demographics on clients served

See Appendix L for state rules and guidance related to required major activities

2. **Staffing Plan**

Each Applicant shall demonstrate their staffing capacity to successfully perform each component for which they are submitting an application. Items to address in this area include: number of staff by position, education and professional qualifications of key personnel, average length of experience in position, and other factors deemed relevant by the Applicant. At a minimum, the following must be reflected in the Applicant's proposal:

- v. A staffing plan, that includes the number of staff, including personnel job descriptions with salary ranges and minimum education requirements, which reflect the ability of the Applicant to fulfill the service obligations under its Proposal. The staffing plan should include, but not be limited to, organization of staff and timelines for hiring and training new staff for proposed services (as applicable) and a plan for how turnover, long-term absences, and future recruitment and hiring issues will be managed.
- vi. The Applicant will describe how all staff, and any subcontractor staff, will meet applicable staff qualifications as required by 943.052, Florida Statutes.

3. **Evaluation Strategy**

Each applicant shall demonstrate their ability to meet quality and grant outcomes by providing the following:

- i. Description of the Applicant's existing or planned continuous quality improvement processes and relationship to program/service outcomes.
- ii. A customer satisfaction determination process that centers on the customer's experience with services and including a process to adapt services based on customer satisfaction data.
- iii. A complaint/conflict resolution process, including grievance policies or procedures addressing parents, providers, and/or staff.
- iv. A summary of the Applicants capacity to achieve the performance specifications below:

1. **One hundred percent (100%)** of invoices submitted to the Coalition for processing will be completed according to the requirements specified by the Contract and in accordance with the Coalition's approved Cost Allocation Plan.

2. All requests for reimbursements by providers, received by the Contractor will be processed and submitted to the Coalition by the **fifteenth (15th)** of the month following the month of service.
3. All other invoices submitted by the Applicant for reimbursement will be submitted to the Coalition by the **fifteenth (15th)** of the month following the month of service.
4. Providers will be paid and/or receive written notification of any payment discrepancies within seven (7) working days after receipt of reimbursement from the Coalition or thirty (30) calendar days after provider submission, whichever is sooner, with **ninety-five percent (95%)** accuracy.
5. The Contractor's forecasts, trend analyses and budget management will result in fiscal year budgets that are balanced, with no deficit spending and with no significant surplus **one percent (1% or less)** of funds that have been contracted for services.
6. All reports will be submitted in a timely manner as outlined in the contract.
7. Monthly monitoring of provider attendance sheets will be conducted at a minimum of **ten percent (10%)** and technical assistance will be provided to those providers submitting incorrect information.
8. Provider submission of paperwork will be approved with **ninety-five (95%)** accuracy.

4. **Budget**

All applicants will include a detailed budget and optional narrative for each ELC they are applying for each year. See Appendix C: ELCOC RFP Budget Worksheet and Appendix N: ELCOC Staffing Budget Detail.

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SECTION 5: INSTRUCTIONS FOR SUBMITTING AN APPLICATION

5.1. PROPOSAL SUBMITTAL INSTRUCTIONS

- A. One (1) original and six (6) copies of the Application are required. The original copy of the Application must contain an original signature of an official of the Applicant who is authorized to bind the Applicant to its Application contents. Faxed or electronically submitted Applications will not be accepted.
- B. The Applicant's narrative must be single spaced on 8.5" x 11" paper. All Applications should be stapled or bound by comb, spiral, or tape binding. The narrative portion must use 10-point type, excluding budget information, assurances and other attachments, and must follow the exact sequence and numbering in Sections 5.2 through 5.5. Emphasis should be placed on addressing all the requirements on this RFP in a clear and concise manner.
- C. Application packages must be delivered sealed and clearly marked on the outside of each of the packages: **"ATTN: PROCUREMENT COMMITTEE"** and contain the Applicant's name and address. The Applicant is free to use any means of delivery it wishes. **THE APPLICANT IS RESPONSIBLE FOR ENSURING THE COALITION RECEIVES ALL REQUIRED MATERIAL PRIOR TO THE DEADLINE, IN THE MANNER REQUIRED, AND AT THE TIME AND PLACE REQUESTED IN THIS RFP. ANY UNTIMELY APPLICATION WILL BE REJECTED AND RETURNED UNOPENED AND UNEVALUATED.**

5.2. REQUIRED PROPOSAL FORMAT

Applications must be prepared in the order as follows:

A. REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM

The Early Learning Coalition of Osceola County, Inc. Request for Proposal Acknowledgement Form (Appendix D) must be signed and returned to the contact person listed in Section 2.1 with the Application. The Applicant should return the Request for Proposal Acknowledgement Form as page 1 of the Application.

B. TITLE PAGE AND CRITERIA CHECKLIST

Each copy of the Application must include a completed Title Page and Criteria Checklist (Appendix E). The requirements described on the Criteria Checklist (Appendix E) are part of the RFP Evaluation and Selection Tool. Points will be awarded for each of the components as designated on Appendix G.

1. Was the Application received by the time and date specified in the RFP?
2. Were one (1) original and six (6) copies of the Application supplied?
3. Did the Application include the original signed and dated Request for Proposal Acknowledgement Form (Appendix F)?
4. Did the Application include the signed Acceptance of Contract Terms and Conditions (Appendix G) indicating that the Applicant agrees to all Coalition requirements, terms and conditions in the RFP and the Coalition's Contract?
5. Did the Applicant complete and sign the Statements and Certifications (Appendix F, G, H)?
6. Was the Application (including all accompanying forms requiring signature) signed by a duly authorized officer of the applying organization, and was proof of authorization included, if needed?

C. RFP CROSS REFERENCE TABLE

In order to facilitate the Proposal evaluation by the Procurement Committee, the Applicant is required to provide a table, which cross references the contents of their Proposal with the contents of the RFP. There is no specified or standard format for this table, however, the following sample is provided as a suggested format:

RFP/Proposal Cross Reference Table

RFP			APPLICATION		
Page(s)	Section/ Paragraph	Subject	Page(s)	Section/ Paragraph	Subject
3	1.1		1		
4-6					

NOTE: To ensure inclusion of all applicable items of the Applicant’s RFP, the Applicant is encouraged to “set up” the cross reference table and complete the RFP Section (see example above).

D. RESPONSE TO INTRODUCTION

Provide a brief narrative that evidences your understanding of the need for, and purpose of, the project as presented in the RFP. Also include a brief summary of the proposed plan for service provision.

E. DESCRIPTION OF MINIMUM REQUIREMENTS

The Applicant’s responses to Section 3 are considered basic and fundamental to successful future contract negotiations and contract performance. When responding, the Applicant must delineate how they will meet the appropriate requirements. Applicants must receive a minimum of 75% cumulative score on Section 3 before being considered for Section 4 Requirements.

F. DESCRIPTION OF MINIMUM PROGRAMMATIC REQUIREMENTS

The Applicant’s responses to Section 4 can be for one or more of the ELC Components available for contracting. Each component must include a detailed response for the following:

- Major Activities
- Staffing Plan
- Evaluation Strategy
- Proposed Budget

5.3. PROPOSED BUDGET

A Proposed Budget must be submitted for ELC 1, ELC 2, and ELC 3, with a total annual budget calculated. Within each budget submitted, a separate budget reflecting the breakdown of costs relating to the School Readiness and Voluntary Prekindergarten program service delivery must be included. The current combined annual budget (FY 2021-22) is approximately **\$16,865,013**. The annual budget for the School Readiness program is **\$7,817,659**. The annual budget for the Voluntary Prekindergarten program is **\$9,047,354**.

The Coalition will be reviewing each cost for necessity, reasonableness, and its justification. For instance, with respect to travel, how is it calculated, how many staff will it cover, is the cost in line with state and federal standards, etc. If it is anticipated that the Applicant will receive fees/payments for some services (such as \$10.00 for a 3-hour training presentation) include the projected amount

of such fees in the budget calculations. Anticipated parent co-payments (parent fees) should not be included.

Include a description of the Applicant's methodology for allocating indirect and/or other shared costs among programs benefited. Explain how the Coalition benefits by funding such indirect or shared costs. If the Applicant plans to apply for more than one (1) Early Learning Component, the Applicant must include a breakdown of the cost savings that will occur as a result of maximizing efficiencies.

The Application must include a proposed contract amount for the service(s) proposed, broken down in an operational budget reflecting proposed line item expenditures and a reimbursable budget by line item and funding stream for each fiscal year. The proposed budget must be presented in the provided formats, located in Appendix C: ELCOC RFP Budget Worksheet.

The Application must include a separate breakdown of staffing costs for each fiscal year. The proposed staffing costs must be presented in the provided formats, located in Appendix N, ELCOC Staffing Budget Detail.

5.4. REQUIRED APPLICANT'S FORMS AND CERTIFICATIONS

A. Statement of No Involvement (Appendix F)

The Applicant must sign this statement certifying that no member of his or her firm, nor any person having interest in this firm, has been awarded a contract by the Early Learning Coalition of Osceola County on a non-competitive basis to:

- Develop this solicitation,
- Perform a feasibility study concerning the scope of work contained in this solicitation, or
- Develop a program similar to what is contained in this solicitation

B. Acceptance of Contract Terms and Conditions (Appendix G)

The Applicant must include a signed Acceptance of Contract Terms and Conditions, indicating compliance with all RFP requirements and Standard Contract terms and conditions.

C. Assurances and Certifications (Appendix H)

The Applicant must include a signed Statement of Assurances, reflecting the Applicant's assurance for the nine (9) itemized requirements and conditions of the RFP

5.5. OTHER REQUIRED INFORMATION

A. Governing Body

The Applicant shall furnish the names, addresses, and occupations of all current officers and members of the governing body. In any member is an employee or officer of the Coalition, he/she shall be so identified.

B. Notice To Contractor

The Coalition shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalism Act. Such violation shall be cause for unilateral cancellation of this contract.

C. Bonding, if applicable and Certificates of Insurance

The Coalition expects the successful Applicant to obtain and maintain appropriate bonding and certificates of insurance. The Applicant needs to attach proof of bonding and certificates of insurance that they currently hold.

D. Statement of ADA Compliance

At this point, the accessibility survey will not be required; however, a statement that assures the Coalition that all facilities will be ADA compliant is necessary.

5.6 COST OF PREPARATION OF APPLICATION

The Coalition is not liable for any costs incurred by an Applicant in responding to this Request for Proposal.

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SECTION 6: TECHNICAL PROVISIONS

6.1. GOVERNING PROVISIONS AND LIMITATIONS

- A. A response to this RFP does not commit the Coalition to award a contract or to pay any costs incurred in the preparation of a response. The Coalition reserves the right to accept or reject any or all responses received as a result of this request, to negotiate with any qualified source, or to cancel in part or entirety of this RFP. The Coalition also reserves the right to conduct a pre-award survey of any agency or organization requesting funding.
- B. Contracts negotiated as a result of this RFP may be extended, modified, or de-obligated in order to deploy successfully funds provided for performance under applicable legislation or rules.
- C. Material misrepresentation in the Request for Proposal response shall result in the rejection of the Proposal, even after ranking, and may result in termination of the contract.
- D. The Coalition reserves the right to:
 - 1. Negotiate an increase or decrease in the contract awarded based on funds available and/or if it is in the best interest of the Coalition. In such cases, no additional solicitations or proposals are necessary. This shall include extensions and modifications of time and available funds beyond a single program year.
 - 2. After the Proposals have been ranked, the Coalition reserves the right to request a best and final offer from any Applicant to incorporate changes which will support a better understanding of the regulations; which the regulatory changes may require; or which would result in cost savings to the Coalition.
 - 3. Negotiate to modify a contract awarded as a result of this RFP, with additional funding as appropriate.
 - 4. The Coalition reserves the right to terminate the contract if the Contractor fails to perform as agreed.
- E. Applicants shall not, under penalty of law, offer or exchange an gratuities, favors or anything of monetary value to or with any Board member, employee or consultant of the Coalition for the purpose of or having the effect of influencing favorable disposition toward their own Proposal submitted hereunder.
- F. Applicants shall not engage in any activity with respect to this RFP or any other(s) identified in #4 above that will restrict or eliminate competition. This does not preclude joint ventures or subcontracting. Each Proposal submitted must be an original work product of the Applicant(s). The copying, paraphrasing or otherwise using of substantial portions of the work product of others and submitted hereunder as original work of the Applicant is not permitted. Violation of this provision may cause a Proposal to be rejected.
- G. Potential respondents of the RFP are expected to be familiar with Florida School Readiness and Voluntary Prekindergarten requirements, and other applicable laws, its regulations and appropriate directives governing the program. All applicants selected for an award are expected to understand and comply with all applicable requirements in conducting services under the agreement awarded.

6.2. CONTRACTOR COMPETENCY

The Coalition may offer the necessary training to Contractor(s) on the documents and operating procedures that are specific and unique to the early learning system with certain limitations. It is a requirement that Applicants have the professional experience, prior training, and applicable professional judgment within their staff/organization to perform/accomplish the proposed goals, objectives, and activities submitted in accordance with this RFP. As administrative staffing and

funding are limited for the training and technical assistance to subcontractors, subcontractors with prior experience for documented performance will be another advantage for the Applicant.

6.3. TYPE OF CONTRACT/COMPENSATION METHODOLOGY

Contracts awarded under this RFP will be a straight cost reimbursement method of payment. The Coalition reserves the right to negotiate a contract with successful Applicants for the delivery of services as required under an agreement. All contract costs will be based on cost analysis, which requires detailed cost information in a line-item budget. Performance will be tied to the contractual agreement and the funding.

Documentation to substantiate monthly cost must be provided by the Contractor's accounting department for review by the Coalition on a monthly basis, or as determined by the administrative accounting staff. Only items identified in the proposed budget will be allowable. Cost shifts of less than 10% of the total administrative/service budget may be made without additional Coalition approval. Any revisions to the budget must be submitted and approved by the Coalition prior to implementation. Based on the financial audit, any funds not utilized in the provision of eligible services must be returned to the Coalition or used in a method approved by the Coalition.

6.4. THIRD PARTY CONTRACTING

Contractors will be required to assume full responsibility for all services. Third party contracting for services described in this Proposal shall be permitted only when previously approved by the Early Learning Coalition of Osceola County.

6.5. DISCLOSURE OF PROPOSAL CONTENTS

Proposals will be received and maintained by the Coalition Chief Executive Officer or designee. Proposals will be exempt from disclosure or release until the evaluation and selection process has been completed.

6.6. PROPOSAL EVALUATION CRITERIA

The Procurement Committee is a team of Coalition Board members who are charged with reviewing and ranking each Proposal. Upon conclusion of this ranking process, the Coalition may begin negotiations with one or more successful Applicants. It is the Applicant's responsibility to present accurate, concise, adequate, and qualitative documentation in each area to be ranked in the RFP, so that the rankers can make effective appraisals.

The Proposal represents only one factor in the selection process of service providers, and may not be the sole basis for selection of a proposal for funding. Other factors, such as the capability of administering and operating these services within the constraints and limitations specified may also be considered in the selection process.

6.7. TRANSITION PLAN

A potential Applicant who is not a current service provider must have the ability to provide services consistent with the description given in the RFP beginning October 1, 2021 and maintaining services through the contracting period. The response to the RFP must include a project timeline to show how all services for which a Proposal is submitted will be available on October 1, 2021. Include critical dates throughout the contract duration for such areas as performance evaluations, implementation of proposed innovations, etc. The transition plan must adequately demonstrate that there will be no break in services for children, families, or child care providers currently receiving School Readiness or VPK services.

6.8. STAFFING CHANGES

The Contractor shall submit written notification to the Coalition's Chief Executive Officer's in writing within five (5) calendar days of notification from key staff regarding changes that would affect key staff and changes in the Contractor's organization. If the chief administrator position is vacant the Contractor shall immediately identify the person(s) who is assuming the responsibilities of that position during the vacancy. When the chief administrative position is filled, the Coalition shall be notified in writing of the identity and qualifications of the new incumbent.

6.9. SUBCONTRACTORS

- A. Services under this Contract may be subcontracted. The Contractor shall be responsible for service delivery, monitoring and quality assurance of all subcontracts entered into under this Contract. The Contractor shall develop written procedures for monitoring of subcontracts. Monitoring of subcontractors by the Contractor must occur annually at a minimum.
- B. The Contractor may, only with the prior consent of the Coalition, enter into written subcontract(s) for the performance of certain functions under the Contract. Subcontractors known at the time of Application submission and the amount of the subcontract shall be identified in the Contractor's response to this RFP. Subcontracts shall be approved in writing by the Coalition prior to the effective date of any subcontract. No subcontract, which the Contractor enters into with respect to performance under the Contract resulting from this RFP, shall in any way relieve the Contractor of any responsibility for performance of its duties. Payments to subcontractors shall be made by the Contractor. No payments to the Contractor, with respect to subcontracts, will be processed until all subcontracts are approved, in writing, by the Coalition.

6.10. NUMBER OF CHILDREN TO BE SERVED

The number of client/families to be served is planning estimates only and the Coalition reserves the right to alter or adjust the number of affected families and target populations by any amount. The estimated number of School Readiness children served is approximately 2000 per month. There are approximately 130 School Readiness providers in Osceola County. The estimated minimum number of Voluntary Prekindergarten children served is 3,389 annually. There are approximately 110 Voluntary Prekindergarten providers in Osceola County.

6.11. SERVICE DELIVERY LOCATION

- A. The Contractor shall administer, coordinate, and ensure availability and delivery of the services specified in the Contract, Osceola County, Florida.
- B. The location of the Contractor's main office, satellite offices, and out posted staff location(s) shall be related to the needs of families to be served under the Contract generated as a result of being awarded services outlined in this RFP.
- C. The Contractor shall notify the Coalition, in writing, sixty (60) days prior to any anticipated change in the location of its offices or service facilities.

6.12. REPORTS

- A. Where the resulting Contract requires the delivery of reports to the Coalition, mere receipt by the Coalition shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The Coalition reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting Contract. The Coalition, at its option, may allow additional time within which the Contractor may remedy the objections noted by the Coalition or the Coalition may, after having given the Contractor a reasonable opportunity to complete, make adequate, or acceptable, declare this Contract to be in default.

- B. The Contractor shall complete and submit reports in accordance with specifications requested by the Coalition. The Contractor shall provide additional ad hoc reports as requested by the Coalition. See Appendix L for list of required FDOE reports.

6.13. RECORDS AND DOCUMENTATION

- A. The Contractor shall completely document the provision of services to each family and provider in accordance with the specifications of the EFS Modernization System noted in Appendix N and Appendix O. Upon request, the Contractor shall provide access of all such documentation and records to the Coalition. During the term of this Contract, the Contractor shall maintain records. After termination of the Contract, the Contractor shall be required to keep all applicable records a period of five (5) years. The Coalition shall be given access to all active files/documentation.
- B. The Contractor shall maintain accurate and current client/family information, which is updated on a daily basis. The Contractor will monitor the status of the family's eligibility from web-based record reviews and from reports obtained from the EFS Modernization System. The Contractor shall maintain sufficient records to verify that family eligibility was determined in accordance with Coalition requirements.
- C. The Contractor shall maintain the data necessary (not stored in the EFS Modernization System) to assist the Coalition to assess success in achieving the established outcomes of this Contract.
- D. The Contractor agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Contractor further agrees to hold harmless, defend, and indemnify the Coalition from any claim or damage, including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Contractor of confidential records at its expense.
- E. The Contractor shall maintain all records required to be maintained pursuant to the resulting Contract in such manner as to be accessible by the Coalition upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

6.14. MONITORING AND PERFORMANCE EVALUATION METHODOLOGY

- A. Contractors must comply with the requirements of the Coalition's contract stipulations with reference to monitoring by the Coalition.
- B. Contractors agree to fully cooperate with the Coalition in the conduct of both performance audits and financial audits.
- C. This component is intended to be in addition to other audit requirements found in other documents incorporated by reference in the resulting Contract and is not be construed as a limitation upon them. The Contractor agrees to include these audits and record keeping requirements in all approved subcontracts and assignments that result from this RFP.
- D. The Coalition shall conduct periodic and annual quality assurance reviews during the Contract period to assess the quality of services provided to children and families under this Contract; to determine compliance with Coalition requirements; the extent to which key indicators of performance are being achieved; and to validate internal quality improvement systems and findings. The Contractor and any subcontractors shall fully cooperate with these reviews.
- E. The Contractor shall also establish and maintain an approved internal quality improvement process to assess its performance and that of its subcontractors.

6.15. CONTRACTOR UNIQUE ACTIVITIES

- A. The Contractor is required to have working capital in the amount of one twelfth (1/12th) of the final Contract amount to ensure and maintain ongoing cash flow.
- B. The Contractor is solely and uniquely responsible for the satisfactory performance of the tasks described in the applicable Sections. By execution of the resulting Contract, the Contractor

recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof. Contractor for Component 1 (ELC 1) also acknowledges its fiscal responsibility for slot utilization deficits, disallowed costs, and any penalties or costs for failure to have budget expenditure under this contract within one percent (1%) of the slot budget. Contractors for Component 2 (ELC 2) acknowledge its fiscal responsibility for disallowed costs.

- C. The Contractor and the Coalition, in the performance of the Contract, shall be acting as separate parties and not as agents, employees, partners, joint ventures or associates of one another. Any employee or agent of one party shall not be construed to be the employee or agent of the other party for any purpose.
- D. The Contractor shall hold confidential all information relating to families, which is obtained by the Contractor under the resulting Contract and shall not use the information obtained in any manner except as permitted by law.
- E. When it has been notified in writing by the Coalition of any noncompliance requiring submission of a program improvement plan, the Contractor shall develop a program improvement plan. Notification by the Coalition shall include a time within which the program improvement plan must be submitted, the duration of which shall be no longer than thirty (30) days in the absence of a written agreement allowing a longer time.
- F. The Contractor shall be knowledgeable of and in full compliance with all state and federal laws, rules, and regulations as amended from time to time that may affect the subject areas of this Contract including, but not limited to, the authorities listed in the applicable Section 1.3 of this RFP. The Contractor shall request technical assistance from the Coalition when deemed necessary to facilitate compliance with these authorities. The Coalition's failure to provide such technical assistance does not relieve the Contractor of its responsibilities to ensure compliance with all state and federal laws, rules and regulations or performance under the terms of the Contract.

6.16. COORDINATION WITH OTHER ENTITIES

- A. The Contractor hereby agrees to coordinate School Readiness and Voluntary Prekindergarten services with other agencies in Osceola County designate/selected to provide early learning services.
- B. The Contractor hereby agrees to develop interagency agreements with the agencies in Osceola County designated/selected to provide portions of the School Readiness and/or Voluntary Prekindergarten programs.
- C. The Contractor agrees to develop a working knowledge of other community social service agencies to facilitate appropriate referrals. The Contractor must delineate in writing how it will collaborate with these agencies to provide comprehensive early learning services and referrals that include, but are not limited to, the following:
 - 1. Resource and referral services
 - 2. Parent education and family support services
 - 3. Services to Unique Populations
 - 4. Health services
 - 5. Abuse prevention
 - 6. School - age services

6.17. COALITION OBLIGATIONS

- A. The Coalition shall furnish guidance to the Contractor in the areas of fiscal management and the Coalition's required standards for program quality, as required.

- B. The Coalition shall develop and adopt performance standards and outcome measures for each ELC and resulting Contract.
- C. The Coalition shall evaluate overall compliance with the Contract requirements for the services described herein.
- D. The Coalition may make local decisions relating to the implementation of Osceola County's system for School Readiness and Voluntary Prekindergarten and data collection.

6.18. COALITION DETERMINATIONS

- A. The Coalition reserves the right to make any and all determinations exclusively which it deems is necessary to protect the best interests of early learning programs and the families who are served by the Coalition either directly or through anyone of its Contractors. The absence of the Coalition setting forth a specific reservation of rights does not subject other areas of the Contract resulting from this RFP to mutual agreement.
- B. The Coalition reserves the right to take into consideration the existing relationship with current contractor(s) in the final determination of contract award(s) resulting from this RFP for fiscal year 2018-19.
- C. Applicants may submit letters of support from current customers in their proposal to reflect levels of satisfaction from their existing clients. The Coalition reserves the right to take into consideration submitted letters of support in the final determination of contract award(s) resulting from this RFP for fiscal year 2018-19.

6.19. TERMINATION FOR CAUSE

The Coalition reserves the right to terminate the Contract by providing written notice to the Contractor if the Coalition determines any of the following have occurred:

- A. Contractor fails to perform to the Coalition's satisfaction any material requirement of the Contract if the Coalition determines any of the following have occurred.
- B. The action of inaction of the Contractor substantially endangers the performance of the Contract, or such occurrence can be reasonably anticipated.

6.20. TERMINATION IN THE BEST INTEREST OF THE COALITION

The Coalition reserves the right to terminate the Contract or any part of the Contract in the best interest of the Coalition, upon thirty (30) day notice to the Contractor. The Coalition shall not incur liability for materials or services not yet ordered. If the Coalition terminates in the best interests of the Coalition after an order for materials or services has been placed, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion with its services and products were satisfactorily rendered or provided, as well as expensed necessarily incurred in the performance of work up to time of termination.

6.21. CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a Notice of Termination, and except as otherwise specified by the Coalition, Contractor shall:

1. Stop work under this Contract on the date, and to the extent specified, in the notice.
2. Complete performance of such part of the work as shall not have been terminated by the Coalition.
3. Take such action as may be necessary, or as the Coalition may specify, to protect and preserve any property related to this Contract which is in the possession of the Contractor and in which the Coalition has or may acquire an interest.
4. Upon the effective date of termination of the Contract, the Contractor shall transfer, assign, and make available to the Coalition all property and materials belonging to the Coalition. No extra

compensation will be paid to the Contractor for its services in connection with such transfer or assignment.

6.22. LICENSE, PERMITS AND TAXES

The Contractor shall pay for all licenses, permits, and taxes required for this project. In addition, the Contractor shall comply with all federal, state and local codes, laws, ordinances, regulations and other requirements applicable to the work specified at no additional cost to the Coalition.

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SECTION 7: FINANCIAL SPECIFICATIONS

7.1. FUNDING SOURCE

A. Funds

This project is funded by State of Florida General Revenue and Federal Funding. Applicants are advised that in reviewing the Standard Contract (Appendix K), federal funds in excess of \$300,000 will be used with respect to each component. The Coalition's performance and obligations to pay under this contract is contingent upon an annual appropriation by the Legislature.

B. Parent Fees

No fees may be imposed to the families by the Contractor or its subcontractors, other than those in accordance with the Coalition approved Sliding Fee Scale and any other fees (i.e. late fees) as specifically authorized by the Coalition and/or FOEL. Fees collected in compliance with the aforementioned document shall be disbursed in a manner authorized by the Coalition.

7.2. COST ALLOCATION, ALLOWABLE COSTS & DISALLOWANCES

The Contractor must submit a cost allocation plan developed in accordance with Federal and State requirements to the Coalition for approval prior to the execution of a Contract awarded from this RFP. The plan must describe allocation methodologies used by the Contractor to claim expenditures for reimbursement under a Contract awarded from this RFP.

7.3 INVOICING & PAYMENT OF INVOICES

- A. The Contract(s) resulting from this RFP will be based on cost reimbursement with monthly reconciliation of expenditures to funds received.
- B. The Contractor must submit a Coalition-approved invoice to the Coalition on a monthly basis by the 15th of the month following the month of service. The Coalition must approve the invoice format and requirements for supporting documentation, based on the information presented in the Contractor's approved cost allocation plan.
- C. Payment of invoices by the Coalition to the Contractor is governed by section 215.422, Florida Statutes.

7.4 FINANCIAL AND COMPLIANCE AUDIT

This section 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 section.

1. Federally-funded

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

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

The Office's Notice of Award indicates federal resources awarded through the Office by this agreement. In determining the federal awards expended in its fiscal year, the ELC shall consider all sources of federal awards, including federal resources received from the Office. In connection with the audit requirements, the recipient shall also fulfill the following instructions related to auditee responsibilities as provided in 45 CFR §§75.508 through 75.512 (also 2 CFR §§200.508 through 200.512), as well as the following additional state-level requirements. The financial statements shall disclose if the grantee met the matching requirement for each applicable contract/grant in accordance with OEL Program Guidance 440.10 – Match Reporting.

The contractor shall fully disclose in the audit report all questioned costs and liabilities due to OEL with reference to the OEL grant award(s), agreement(s) or contract(s) involved. The audit procedures and Single Audit reports must include OEL's annual financial and programmatic monitoring report results, as applicable. The ELC is responsible for submitting the Single Audit Reports and the required federal Data Collection Forms (SF-SAC) electronically to the Federal Audit Clearinghouse within the earlier of thirty (30) days after receipt or nine months after the fiscal year's end of the audit period.

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

2. State-funded

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

The Office's Notice of Award indicates State resources awarded through the Office by this agreement. In determining the State awards expended in its fiscal year, the contractor shall consider all sources of State awards, including State resources received from the Office.

In the event the contractor expends \$750,000 or more of state financial assistance in any fiscal year, the contractor must have a state single or project-specific audit conducted in accordance with the Florida Single Audit Act; Chapter 69I-5, F.A.C.; Rule 61H1-20.0093, F.A.C., Chapter 10.550 – Local Government Entity Audits or Chapter 10.650 – Florida Single Audit Act Audits Non-profit and For-profit Organizations.

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

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

Pursuant to s. 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance which are in addition to audits conducted in accordance with s. 215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits.

Find additional information regarding the Florida Single Audit Act at the [Florida DFS website State Single Audit](#) resources.

A. PART III: 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 the Coalition's Chief Executive Officer.

B. PART IV: RECORD RETENTION

The Contractor shall ensure that audit working papers are available to the Coalition, or its designee, upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Coalition.

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Appendix A

NOTICE OF INTENT TO SUBMIT

Application for:

- Early Learning Component (ELC) 1 (Year 1 only)
- Early Learning Component (ELC) 2 (Year 1 and 2)
- Early Learning Component (ELC) 3 (Year 1,2, and 3)

Applicant Name

Applicant Contact Person

Title

Applicant Address

Telephone

Fax

E-mail

Name of Applicant's Project Director (if known)

FOR OFFICIAL USE ONLY

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

Date Received: _____

Time Received: _____

Delivery Method:

Hand delivered to Coalition

Received by US Mail/Fed Ex/UPS/Other

Appendix B

RESPONSE CHECKLIST FORM

Applicant:

The checklist below is a list of mandatory items that should be included in the Request for Proposal. Please initial each item to show that the application is complete and accurate. An application should not be submitted unless all items have been verified and initialed. N/A may be used where “not applicable” applies to your answer. Each component must have a separate budget package. Indicate in the bracket {____} by each item the page number of the Proposal on which the information can be found.

_____ 1. Proposal Response Cover Sheet (Designed by Organization) {_____}

SECTION I

- _____ 2. Response Checklist Form (Appendix B) {_____}
- _____ 3. Request for Proposal Acknowledgement Form (Appendix D) {_____}
- _____ 4. Title Page and Criteria Checklist (Appendix E) {_____}

SECTION II

- _____ 5. RFP/Proposal Cross Reference Table {_____}
- _____ 6. Response to Introduction {_____}
- _____ 7. Transition Plan (if needed) {_____}
- _____ 8. Description of Minimum General Requirements {_____}
- _____ 9. Minimum General Requirements – Supplemental Information
 - _____ Letter(s) of Support {_____}
 - _____ Sample Evaluation Tool(s) {_____}
 - _____ Functional Organizational Chart {_____}
 - _____ Grievance Policies and Procedures {_____}
 - _____ Job descriptions of key management, MIS, and programmatic staff
 - _____ Evaluations of Similar Projects {_____}
 - _____ Most Recent Audit and Annual Report/Financial Statement {_____}
 - _____ Management letter of the last audit to verify unqualified status {_____}
 - _____ Chart of Accounts
 - _____ Most Recent Balance and Income Statement {_____}
 - _____ Cost Allocation Plan {_____}
 - _____ Accounting Policies and Procedures {_____}
 - _____ Organization’s FEID {_____}, FL Tax ID{_____}, Commercial Liability Insurance Number {_____}, Worker’s Compensation Certificate Number {_____}

SECTION III

- _____ 10. Description of Service Delivery - ELC 1 {_____}
- _____ 11. Description of Service Delivery - ELC 2 {_____}
- _____ 12. Description of Service Delivery - ELC 3 {_____}

SECTION IV

- _____ 13. Contract Budget and Rate Justification –
 - _____ Proposed Line-item Budget – (Appendix C)
 - School Readiness
 - FY 2021-22 {_____}, FY 2022-23 {_____}. FY 2023-24{_____}.

_____ Proposed Line-item Budget – (Appendix C)
Voluntary Pre-Kindergarten
FY 2021-22 {_____}, FY 2022-23 {_____}. FY 2023-24{_____}.

_____ Staffing Budget Detail – (Appendix N)
FY 2021-22 {_____}, FY 2022-23 {_____}. FY 2023-24{_____}.

SECTION V

_____ 14. Required Certifications & Statements

_____ Statement of No Involvement (Appendix F) {_____}
_____ Acceptance of Contract Terms and Conditions (Appendix G) {_____}
_____ Statement of Assurances and Certifications (Appendix H) {_____}

SECTION VI

_____ 15. Other Required Information

_____ Governing Body {_____}
_____ Statement of ADA Compliance {_____}
_____ Bonding and Certificates of Insurance {_____}

Appendix C

BUDGET WORKSHEETS

See separate RFP Excel Document “Appendix C: RFP Budget Worksheets”

Appendix D

REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM

Name

Mailing Address

City

State

Zip

Telephone Number

Web Page

Email address

Total Number of Pages in the Application _____

I certify that this negotiation is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same material, supplies, equipment, or services and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this negotiation and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements.

In conducting negotiations with the Early Learning Coalition of Osceola County, Inc., the Applicant offers and agrees that if this negotiation is accepted, the Applicant will convey, sell, assign, or transfer to the Early Learning Coalition of Osceola County, Inc. all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the Early Learning Coalition of Osceola County, Inc. At the Coalition's discretion, such assignment shall be made and become effective at the time the Coalition tenders final payment to the Applicant.

Authorized Signature

Date

Name and Title (typed)

Appendix E

TITLE PAGE AND CRITERIA CHECKLIST

Application for:

FY 21-22

- Early Learning Component (ELC) 1
- Early Learning Component (ELC) 2
- Early Learning Component (ELC) 3

FY 22-23

- Early Learning Component (ELC) 2
- Early Learning Component (ELC) 3

FY 23-24

- Early Learning Component (ELC) 3

Applicant Name

Applicant Contact Person	Title
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Applicant Address

Telephone	Fax	E-mail
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Name of Applicant's Project Director (if known)

CRITERIA CHECKLIST	Applicant Check (√)	Evaluation Committee Member or Chief Executive Officer (√)
1. Was the Application received by the time and date specified in the RFP?		
2. Original and six (6) copies of the Application supplied?		

3. Original signed and dated Request for Proposal Acknowledgement form indicating the total number of pages in the Application? (Appendix F)		
4. Signed Acceptance of Contract Terms and Conditions (Appendix I) indicating that the Applicant agrees to all Coalition requirements, terms and conditions in the RFP and the Coalition's Contract?		
5. Completed and signed Assurances and Certifications? (Appendix J)		
6. Completed and signed Statement of No Involvement form? (Appendix H)		
7. Was the Application (including all accompanying forms requiring signature) signed by a duly authorized officer of the applying organization, and was proof of authorization included, if needed?		

Appendix F

STATEMENT OF NO INVOLVEMENT

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

- a. develop this Request for Proposal
- b. perform a feasibility study concerning the scope of work contained in this RFP; or
- c. develop a program similar to what is contained in this RFP.

*Signature of Authorized Official

Date

Name (print)

Title (print)

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

Appendix G

ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

If our organization should be awarded this Contract, we agree to comply with all the terms and conditions specified in this RFP and contained in the Standard Contract.

_____	_____
*Signature of Authorized Official	Date
_____	_____
Name (print)	Title (print)

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

Appendix H

A. [Debarment Certification - Lower Tier](#)

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 Contractor **whose contract/subcontract equals or exceeds \$25,000 in federal funds 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 Office of Early Learning 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 was placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Office of Early Learning may pursue available remedies, including suspension and/or debarment.
3. The Contractor shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “person”, “principal”, and “voluntarily excluded”, as used in this certification, have the meaning 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 these regulations.
5. The Contractor agrees by submitting this Certification that, it shall not knowingly enter into any Subcontract with a person who is proposed for debarment under 48 CFR part 9,

subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract/Subcontract, unless authorized by the Federal Government.

6. The Contractor 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 funds, to submit a signed copy of this Certification.
7. The Office of Early Learning may rely upon a certification of a Contractor that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous.
8. The signed Certification must be kept in the Contract Manager's file. The Subcontractor's Certification must be kept at the Contractor's business location.

Certification

1. The prospective Contractor certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this proposal.

Signature of Authorized Certifying Official: _____

Printed Name: _____
Title: _____
Date: _____

B. Drug-free Workplace Certification

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

INSTRUCTIONS

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the Contract is entered into. If it is later determined that the Contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the Contract takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
4. If the workplace identified to the Office of Early Learning changes during the performance of the Contract, the Contractor shall inform the Contract Manager of the change(s), if it previously identified the workplaces in question.
5. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Contractors' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes;

Criminal drug statute means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work

under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification Regarding Drug-Free Workplace Requirements

The Contractor certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee'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 about --

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
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 grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

1. Abide by the terms of the statement; and
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 calendar days after such conviction;

(e) Notifying the Office of Early Learning in writing, within ten (10) calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Contract;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), 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; or
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 (a), (b), (c), (d), (e) and (f).

The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Contract:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Signature of Authorized Certifying Official: _____

Printed Name: _____

Title: _____

Date: _____

C. Pro-Children Act of 2001/Environmental Tobacco Smoke Certification

**CERTIFICATION REGARDING
ENVIRONMENTAL TOBACCO SMOKE**

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where federally-funded children’s services are provided. HHS grants are subject to these requirements only if they meet the Act’s specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with federal funds. The statute does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

Signature of Authorized Certifying Official: _____

Printed Name: _____

Title: _____

Date: _____

D. Filing and Payment of Taxes Certification

CERTIFICATION OF FILING AND PAYMENT OF FEDERAL TAXES

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

1. The applicant has filed all federal tax returns required during the three years preceding this certification;

AND

2. The applicant has not been convicted of a criminal offense pursuant to the Internal Revenue Code of 1986 (U.S. Code – Title 26, Internal Revenue Code);

AND

3. The applicant has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Signature of Authorized Certifying Official: _____

Printed Name: _____

Title: _____

Date: _____

E. Lobbying Certification

CERTIFICATION REGARDING LOBBYING

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 employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or 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 a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Authorized Certifying Official: _____

Printed Name: _____

Title: _____

Date: _____

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

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

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

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

B. Other Assurances – miscellaneous/general disclosures

As the ELC's duly authorized representative, I certify the ELC shall:

1. Use fiscal control and fund accounting procedures which will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida DOE, the Florida DFS, and the Auditor General of the State of Florida for the purpose of program and fiscal auditing and monitoring.
2. Cause the required financial and compliance audits to be performed in accordance with the Single Audit Act Amendments of 1996 and 2 CFR §200, Subpart F, *Audit Requirements*, and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.
3. Establish safeguards to prohibit employees and board members from using their positions for a purpose which constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Initiate and complete the work within the applicable time frame after receiving the awarding agency's approval.
5. Administer each program covered by this agreement in accordance with all applicable laws, regulations, statutes, rules, policies, procedures, and program requirements governing the program(s).
6. Comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing each funded program.
7. Submit such reports as described in Exhibit VI of this agreement. The ELC will maintain such fiscal and programmatic records and provide access to those records, as necessary, for those departments to perform their duties.
8. Provide reasonable opportunities for systematic consultation with and participation of teachers, parents, and other interested agencies, organizations, and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.
9. Make any application, evaluation, periodic program plan, or report relating to each program readily available to parents and other members of the general public.
10. Have and maintain a proper accounting system in accordance with generally accepted accounting standards.
11. Not expend funds under the applicable program to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

12. Comply with the requirements in 2 CFR Part 376, *Nonprocurement Debarment and Suspension*.
13. Comply with all state and federal requirements, as applicable, for internal controls to ensure compliance with federal and state statutes, regulations, and terms and conditions of the award.
14. Comply with Florida's Government-in-the-Sunshine Law (Chapter 286, F.S.), which provides a right of access to meeting of boards, commissions, and other governing bodies of state and local governmental agencies or authorities.
15. If applicable, after timely and meaningful consultation, provide the opportunity for children enrolled in private, non-profit schools, and the educational personnel of such schools, equitable participation in the activities and services provided by these federal funds, and notify the officials of the private schools of said opportunity. (Educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal [consistent with the number of children to be served] to expenditures for programs of children enrolled in the public schools of the local educational agency.)
16. Agree for any agreement-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, to treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively. Marriage is between two individuals validly entered into in the jurisdiction where performed. This does not apply to registered domestic partnerships, civil unions, or similar formal relations recognized under state law as something other than marriage. (For further detail, see Section 3 of the Defense of Marriage Act, codified at 1 U.S.C. 7).
17. Not use federal funds awarded under this agreement for construction or the purchase of land.

C. CCDF Salary Cap annual testing requirements

1. The Consolidated Appropriations Act of 2012 (P.L. 112-74), enacted December 23, 2011, limits the salary amount which ELCs may award and charge to grants and cooperative agreements which the Administration of Children and Families (ACF) funds. ELCs may not use CCDF award funds to pay an individual's salary at a rate more than the annual maximum Executive Level II federal pay rate. The Federal Executive Pay Scale maximum annual Executive Level II salary for calendar year 2021 is \$199,300 and is accessible annually at the U.S. Office of Personnel Management website. This amount reflects an individual's base salary without fringe benefits and income an individual may earn outside of the duties to the applicant organization. The ELC shall apply this salary limitation to subawards/subcontracts under this agreement. The ELC's subrecipients shall:
 - 1.1. Not use grant funds to pay for salary costs that exceed the CCDF cap.
 - 1.2. Allocate salaries which multiple funding sources pay and compare these calculations to received program benefits.
 - 1.3. Perform and document an annual analysis using W-2 data.

2. All CCDF-funded grantees and subgrantees are responsible for assuring compliance with this provision. All such CCDF fund recipients and subrecipients are responsible for enforcing other impacted entities of this compliance requirement.
3. All CCDF-funded grantees shall comply with salary cap reporting requirements outlined in this section.
4. All CCDF-funded grantees that request salaries for individuals in excess of the applicable 2021 rate of \$199,300 per year (or \$95.82 per hour for a full-time position of 2,080 hours per year) will have the submitted costs adjusted in accordance with the legislative salary limitation. The non-federal entity/grantee will be notified of this adjustment and no funds will be awarded, committed or disbursed in excess of the salary cap.
5. An individual's institutional base salary is not constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be charged to federal/state grant programs/awards. For individuals whose salary rates are in excess of Executive Level II, the non-federal entity may pay the excess from non-OEL funds.
6. The salary limitation also applies to all subawards and subcontracts.

D. Compensation report requirements

1. In compliance with the Florida Governor's Executive Order Number 20-44, OEL is responsible for obtaining detailed information about annual compensation and related benefits provided to executive leadership teams for all OEL subrecipients. Each ELC/entity shall submit the following forms/data items:
 - 1.1 Completed Annual Form 990, Return of Organization Exempt from Income Tax. Complete this form and all related attachments using instructions provided by the Department of the Treasury, Internal Revenue Service (IRS).
 - 1.2 Submit notice to OEL for any changes in total executive compensation, including executive director/Chief Executive Officer (CEO) and their direct reports, between annual compensation reports.
 - 1.2.1 OEL's annual compensation reports are described in the prior section, C., *CCDF Salary Cap annual testing requirements*, and are submitted pursuant to Exhibit VI.
 - 1.2.2 ELCs shall submit supplemental reporting for compensation changes in the OEL-prescribed template.
 - 1.2.2.1 Each ELC/entity shall submit any changes in total executive compensation within 14 calendar days of the change(s).
 - 1.2.2.2 Submit the compensation change(s) by employee name, position, current compensation amount (converted into an hourly pay rate), new compensation amount (converted to an hourly pay rate) and indicate the amount and percent of compensation from all sources, including state and federal allocations.
 - 1.2.2.3 Bonuses, incentive payments and annual pay increases are all compensation increases that shall be reported to OEL.

See Exhibit VI, List of Reports, for additional details.

2. OEL's tasks for compensation analysis also require periodic inquiries about and related instructions for allowable compensation activities. Total compensation for any executive leadership team member may include one or more of the following

categories if authorized by OEL. Related OEL instructions for each of these categories are included here.

- 2.1 Salary.** Employee salary is a fixed regular payment, typically paid on a monthly or biweekly basis but often expressed as an annual sum, made by an employer to an employee.
- 2.2 Bonuses/Incentive Payments.** Bonuses or incentive payments are a type of compensation an employer gives to an employee that complements their base pay or salary.
 - 2.2.1** Employee signing and/or retention bonuses are not authorized by OEL as allowable program costs.
 - 2.2.2** Employee bonuses or other incentive payments shall be reported to OEL as described above in section 1.2.
- 2.3 Cashed-in/cashed-out leave.** The practice of converting a portion of an employee's accrued paid time off (PTO) hours (earned following an entity's established/standard policies) into cash compensation that is paid to an employee.
 - 2.3.1** OEL only authorizes/allows an entity's accrued sick leave balances to be redeemed for cash payments to an employee at employee termination and in accordance with the employer's standard HR/employee policy manual.
 - 2.3.2** OEL only authorizes/allows an entity's accrued vacation leave balances to be redeemed for cash payments to an employee at employee termination and in accordance with the employer's standard HR/employee policy manual.
- 2.4 Cash equivalents.** Cash equivalents are short-term investment securities with assets. This type of compensation is not applicable to or authorized by OEL.
- 2.5 Severance payments.** Severance pay is any compensation and/or benefits (beyond those included in/described by the employer's standard HR/employee policy manual) offered to an employee after their employment is over or stops. Since these payments are not required by federal and/or state laws, this type of compensation is not authorized by OEL from grant, grant program income, or matching funds.
- 2.6 Deferred compensation/retirement benefits.** Deferred compensation is an arrangement in which a portion of an employee's earned income is paid out at a later date after which the income was earned. This type of compensation is allowable, if authorized and included in/described by the employer's standard HR/employee policy manual.
- 2.7 Real property "gifts".** The following federal/state citations apply for this category of activity.
 - 2.7.1** Federal guidance from 2 CFR 200.434, *Contributions and donations*, instructs that the cost of contributions and donations, including cash, property, and services from the non-federal entity to other entities (including individuals) is unallowable.
 - 2.7.2** Federal guidance from 2 CFR 200.445, *Goods or services for personal use*, instructs use of federal funds for the personal benefit of the non-Federal entity's employees is unallowable.

2.7.3 The State of Florida Attorney General Opinion #78-01 requires expressed or implied legal authority to expend federal and/or state funds. OEL does not have the ability to authorize this type of activity.

2.8 Other payout(s). No other types of compensation are authorized by OEL.

E. Restrictions on funding ACORN

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

F. Separation of Early Learning funds

Pursuant to ss.1002.71(1) and (7), F.S., s. 1002.89, F.S., and 45 CFR part 98.54, the VPK and SR programs are independent programs with separate state and federal funding. All ELC expenditures made and fiscal records maintained shall reflect funds expenditure separation and such funds shall be distinctive and clearly identifiable in all fiscal records the ELC maintains. The ELC hereby certifies it will expend all:

1. SR (Child Care and Development Fund, TANF, Social Services Block Grant and General Revenue and matching) funds solely for operating the SR Program.
2. State general revenue funds awarded for operating the VPK Program solely for operating the VPK Program.
3. PDG-R funds solely for operating the PDG-R (Award # 90TP000-02-00) specific activity(s).
4. CARES funds solely for CARES Act (Award # 2001FLCCC3) specific activities.
5. CRRSA funds solely for CRRSA Act (Award # 2101FLCCC5) specific activities.
6. ARPA funds solely for ARP Act (Awards # 2101FLCSC6 and 2101FLCDC6) specific activities.

G. Subrecipient monitoring

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

H. Immigration status

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

I. Standards of conduct

The ELC certifies it shall comply with the provisions 45 CFR §75.327 (also 2 CFR §200.318), *General procurement standards*, regarding standards of conduct. It will establish safeguards, written policies, and training procedures to prohibit employees and board members from using their positions for any purpose which constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

J. Clean Air Act and Federal Water Pollution Control Act

If the aggregated amount of funds awarded under this agreement is in excess of \$150,000, the ELC shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency

(EPA). See 45 CFR §75, Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

K. Conflicts of Interest

1. Pursuant to 2 CFR §200.318, *General procurement standards*, the Office must maintain oversight to ensure the ELC performs scoped services in accordance with minimum standards or conduct.
 - 1.1. If the ELC has a parent, affiliate, or subsidiary organization which is not a state or local government the ELC must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means, because of relationships with a parent company, affiliate, or subsidiary organization, the ELC is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
 - 1.2. The ELC's written standards of conduct must also address the performance of employees engaged in the selection, award and administration of contracts.
2. Related party contracts. Federal and state rules require the ELC to comply with disclosure and reporting requirements regarding conflicts of interest and related party contracts. See Exhibit III, Section B.2., Related party disclosures, for more information.

L. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$100,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements or other construction activities.
2. The ELC shall compute wages on a 40-hour week schedule and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous, or dangerous conditions or surroundings.
3. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

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

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$2,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.
2. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements, or other construction activities.
3. The ELC, its subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The ELC shall report all suspected or reported violations to OEL.

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

When federal program legislation requires, all construction contracts of more than \$2,000, the recipient's and subrecipient's award shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a, et seq.), as supplemented by Department of

Labor (DOL) regulations (29 CFR Part 5, *Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*).

1. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.
2. Contractors shall be required to pay wages not less than once a week.
3. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination.
4. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules, and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6 and 7.

O. DUNS Number – Data Universal Numbering System

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

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

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

P. Equal Employment Opportunity (EEO)

The ELC certifies it is in compliance with E.O. No. 11246, Equal Employment Opportunity (30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), September 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of October 13, 1967, amended, and as the Department of Labor regulations (41 CFR part 60) Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor supplements. See 45 CFR 75, Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

Q. Procurement of Recovered Materials

1. Pursuant to 2 CFR §§200.317, *Procurements by states*, and 200.323, *Procurement of recovered materials*, the ELC will comply with the following requirements of section 6002 of the Solid Waste Disposal Act.
 - 1.1. Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
 - 1.2. Procure solid waste management services in a manner that maximizes energy and resource recovery; and

2. In accordance with OEL Program Guidance 240.02 – Tangible Personal Property, title to all property acquired with funds provided to the ELC under this agreement shall be vested in the ELC; however, title and ownership shall be transferred to OEL upon termination of the ELC participation in early learning programs, unless otherwise authorized in writing by OEL. All property required to be returned to the Office will be in good working order. See 2 CFR §200.318, *General procurement standards*, s. 273.02, F.S., and Rule 69I-73.002, F.A.C.
3. Pursuant to 2 CFR §200.302, *Financial management*, and instructions noted in the DOE Green Book, effective control over and accountability for all property and other assets is required. Small attractive items with a purchase value less than \$5,000, whether classified as equipment, technology item or supplies must be safeguarded. The ELC shall have a written policy on how these items will be tracked, accounted for and safeguarded.
4. The term “nonexpendable property” shall include all tangible personal property which meet the criteria set forth in Rule 69I-73.002, F.A.C. In accordance with 45 CFR 75.439 and in compliance with OEL Program Guidance 240.05 - Prior Approval, property shall not be purchased with program funds without prior approval from OEL.
5. Contingencies such as liens or other liabilities shall not be placed upon assets purchased with program funds, nor shall non-expendable property purchased with program funds be used as collateral.
6. In accordance with OEL Program Guidance 240.02 – Tangible Personal Property, the funding sources for the purchase of all such property shall be identified and all such property purchased in the performance of the early learning programs shall be listed on the property records of the ELC. The ELC shall inventory annually and maintain accounting records for all equipment purchased in accordance with OEL Program Guidance 240.02 – Tangible Personal Property, relevant Florida Statutes, state rules, federal regulations, and federal cost principles. In addition to the annual inventory required by October 1 of each year, whenever the custodian or custodian’s delegate changes, the ELC shall conduct a physical inventory of specified equipment and provide a copy to OEL.
7. Based on s. 273.055, F.S. and Rule 69I-72.002, F.A.C., when original or replacement equipment acquired by the ELC or its subrecipient/contractor is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as described below in section 8.
8. Proceeds received from the sale of property with a current per unit fair market value up to \$5,000 may be retained at the ELC level to be used to support ongoing operations of the same program that obtained or purchased the property item(s) sold. Funds from such sales will be treated as other program income in the same ongoing program(s). This type of income must be amended into a current year's program budget in which the sale occurred. It shall then be reported in accordance with OEL Program Guidance 240.01 – Cash Management Procedures. This identification of income is necessary to meet reporting requirements of HHS. Complete documentation for this type of income and expenditures must be maintained for monitoring and auditing purposes. If the ELC no longer receives funds for the

particular project or program, the income from such equipment sales will be returned to the Office to be forwarded to the US DHHS. Upon termination of a project, and at the discretion of the Office, all equipment/property purchased with project funds will be transferred to the location(s) specified by the Office and all necessary actions to transfer the ownership records of the equipment/property to the Office or its designee, will be taken. Equipment initially purchased with federal funds with a current per-unit fair market value in excess of \$5,000, must be processed in accordance with 2 CFR §200.313(e)(2), *Equipment*, with the assistance and prior written approval of the Office.

T. Purchase of American-made equipment and products

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

U. Reporting of matters related to recipient integrity and performance

Unless exempt from these requirements per OMB guidance at [2 CFR Appendix XII, Part 200](#), the ELC shall maintain current information reported to the System for Award Management (SAM). Portions of these data disclosures about civil, criminal, or administrative proceedings are also made available in the Federal Awardee Performance and Integrity Information System (FAPIIS). OEL is required to review and consider this and other publicly available information to evaluate/review risk related to the ELC's integrity, business ethics, and record of performance under federal awards in accordance with 45 CFR §75.32(b) (also 2 CFR §200.332(b)), *Requirements for pass-through entities*.

V. System for Award Management (SAM)

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

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

W. Trafficking Victims Protection Act of 2000 (TVPA)

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

X. Prohibition on certain telecommunications and video surveillance services or equipment

As described in CFR 200.216, recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to: (a) Procure or obtain, (b) Extend or renew a contract to procure or obtain; or (c) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in P. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
2. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Y. Protection of human subjects

The ELC will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this agreement

Appendix I

Standard Contract Sample

EARLY LEARNING COALITION OF OSCEOLA COUNTY CENTRAL AGENCY CONTRACT Fiscal year 2021-2022

PURPOSE

The Early Learning Coalition of Osceola County, Inc. hereinafter referred to as the "Coalition", and _____ hereinafter referred to as the "Contractor", enter into this mutual Contract, including all attachments and exhibits referenced to herein, for the period commencing July 1, 2021 and extending through June 30, 2022.

I. THE CONTRACTOR AGREES:

A) Services To Be Provided

The Contractor agrees to deliver services in accordance with Attachments 1 and 2, Attachments XX Exhibits XX, and in accordance with recognized best practices, as determined by the Coalition, in service areas stated in the General Conditions of the Contract listed in Attachments 1 and 2.

B) Governing Laws

The Contractor agrees to comply with all state and federal requirements as indicated in I.A), I.B), and I.C). The Contractor shall ensure that the funds provided under the Contract are expended for Early Learning programs and services in accordance with the Coalition's approved plan and applicable federal and state law. Applicable portions of state and federal law include, but are not limited to:

1. State Requirements

1. School Readiness Program:

- a) Chapter 1002 F.S., Student and Parental Rights and Educational Choices
- b) Chapter 1002.92, Florida Statutes, Child Care and Early Childhood Resource and Referral
- c) Chapter 1002.94, Florida Statutes, Child Care Executive Partnership Act
- d) Chapter 1002.82(2)(r), Florida Statutes, Consultation to child care centers and family day care homes regarding health, developmental, disability, and special needs issues
- e) Chapter 1002.97, Florida Statutes, Records of Children in School Readiness Programs
- f) Section 215.97 Florida Statutes, State Single Audit Act
- g) OMB Circulars A-110 (2 C.F.R. part 215), A-122 (2 C.F.R. part 230) and A-133, as applicable
- h) Child Care Development Fund (CCDF) Block Grant, 42 USC § 9858 et seq. and section 418 of the Social Security Act, as amended by Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act, 42 USC § 618
- i) Provisions of the current approved CCDF State Plan
- j) 45 C.F.R. parts 74, 92,98, and 99
- k) Temporary Assistance for Needy Families, 42 USC § 601 et seq.

- l) Provision of the current approved TANF State Plan
 - m) Florida Administrative Code Chapter 6M-4, School Readiness Program
 - n) Florida Administrative Code Chapter 6M-8, Voluntary Pre-kindergarten Education Program
 - o) Florida Administrative Code Chapter 6M-9, Early Learning Coalitions
 - p) Rilya-Wilson Act, 39.604 F.S.
2. Voluntary Prekindergarten Education Program:
 - a) Chapter 1002, Florida Statutes, Student and Parental Rights and Educational Choices
 - b) Florida Administrative Code 6M-8, Voluntary Pre-kindergarten Education Program
 3. The Contractor agrees that this Contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the Contract. The parties further agree that Osceola County shall be the venue of any legal action between the parties.
 4. The parties shall be governed by applicable state and federal laws, rules and regulations including, but not limited to those referenced in this Contract, the approved Coalition Plan, Coalition policies and procedures, and Attachments 1 and 2, Attachments A-1, A-2, A-3, and A-4, including all references incorporated into Attachments A-1 through A-2, therein.
 5. The Contractor agrees to comply with Florida Statutes 11.062, 39, 112.061, 119, 216.347, 273, 286.25, 287.057, 287.058, 287.0585, 287.017, 435.03, and 946.515(2), 946.40 and (4).

C) Federal Requirements

1. **CCDF and TANF:** The Contractor agrees that all activities performed under this agreement shall conform with the regulations required under the Child Care and Development Fund (hereinafter referred to as "CCDF"), 45 C.F.R. 98, the Temporary Assistance for Needy Families Programs (hereinafter referred to as "TANF"), 45 C.F.R. pt. 260-265m and other applicable federal regulations and policies promulgated hereunder.
2. **Clean Air and Water Act:** When applicable, if this Contract is in excess of \$100,000, the Contractor shall comply with all applicable standards, orders or regulations issued under Section 306 of the Clean Air Act as amended (42 U.S.C. 1857(h) et seq.), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (400 C.F.R. part 15). The Contractor shall report any violation of the above to the Coalition.
3. **Lobbying:** The Contractor agrees that no federal funds received in connection with this Contract may be used by the Contractor to influence legislation or appropriations pending before the Congress or any State legislature. By execution of this Contract, the Contractor certifies that it abides by all requirements regarding lobbying as stated in Attachment A-3.
4. **Immigration and Nationality Act:** The Contractor agrees that unauthorized aliens shall not be employed. Employment of unauthorized aliens is a violation of Section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this Contract by the Coalition.
5. **E.E.O:** The Contractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and is supplemented in 41 CFR, Part 60. (45 CFR, Part 92).

6. **Pro-Children Act:** The Contractor agrees to comply with the Pro-Children Act of 1994 (20 U.S.C. 6083) if this agreement provides for or contemplates the use of federal funds and provides services to children up to age eighteen (18). Failure to comply with the provisions of this Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order against the responsible entity. This clause is applicable to all subcontracts of the Contractor.
7. **Drug Free Workplace Act:** The Contractor agrees to operate in accordance with the Drug-Free Workplace Act of 1988 (Attachment A-3).
8. **Title III of the Americans with Disabilities Act of 1990, 42 U.S.C. 12181 et seq.:** The Contractor shall not discriminate on the basis of disability by offering early learning services in places of public accommodation and commercial facilities that are not designed, constructed, and altered in compliance with the accessibility standards established by this part.
9. **Equal Treatment for Faith Based Organizations:** The Contractor shall not discriminate for or against an organization on the basis of the organization's religious character or affiliation. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

10. **Purchase of American-Made Equipment and Products:** The Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act will be American made.

11. **Debarment and Suspension:** When applicable, as required by the regulations implementing Exec Order No. 12549, Debarment and Suspension, 29 C.F.R. 98, the Contractor is not presently nor previously within a three-year period preceding the effective date of the Agreement, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. (Attachment A-3).
12. **Non-Discrimination and Harassment-Free Workplace:** The Contractor shall not discriminate against any employee employed in the performance of this Contract, or against any applicant for employment because of race, creed, color, handicap, national origin, marital status or sex. The Contractor shall also provide a harassment-free workplace and give any allegation of harassment priority attention and action by management. The Contractor agrees to insert a similar provision in all subcontracts that will meet the requirements as set forth in Public Law 105-220, section 188. By execution of this Contract, the Contractor certifies that it abides by all requirements regarding non-discrimination and harassment-free workplace as stated in Attachment A-3.
13. **Energy Policy and Conservation Act:** The Contractor agrees that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
14. **Contract Work Hours and Safety Standards:** When applicable, the Contractor agrees to comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 as supplemented by 29 CFR Part 5).
15. **Copeland Anti-Kickback:** The Contractor agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 and supplemented by 29 C.F.R. Part 3), as applicable.
16. **Sarbanes Oxley Act:** The Contractor agrees to comply with the Sarbanes-Oxley Act sections 302, 401, 404, 409, 802 and 906, as applicable.
17. **[Statement on Auditing Standards \(SAS\): The Contractor agrees to comply with Statement on Auditing Standards \(SAS\) No.'s 104-114](#),** as applicable.

- 18. Construction or Renovation of Facilities Using Program Funds:** The Contractor is aware that pursuant to 45 C.F.R. part 98.54, CCDF funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. However, if any property has been constructed or substantially renovated, through the use of state or federal funds, the Coalition shall file a lien against the property. This clause shall not supersede any other applicable state or federal prohibition on the use of program funds for purchase or improvement to buildings or real property.
- 19. Discrimination:** The Contractor agrees that no person shall, on the grounds of race, sex, handicap, national origin, religion, marital status or political belief, be excluded from participation in, denied the benefit(s) of, or be otherwise discriminated against as an employee, volunteer, or client of the Contractor, except that services may be designated for specific client groups as defined by Florida's Office of Early Learning (FOEL). The Contractor agrees to maintain reasonable access to handicapped persons.

D) General Assurances

1. The Contractor agrees to maintain adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this Contract and any renewal(s) and extension(s) of it. Upon the execution of this Contract, the Contractor shall furnish the Coalition with written verification supporting the existence of such insurance coverage.
2. The Contractor agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state statutes and federal law or regulations, except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.
3. The Contractor agrees to return to the Coalition any overpayments due to unearned funds pursuant to the terms of this Contract that were disbursed to the Contractor by the Coalition's Fiscal Compliance Manager.
4. The Contractor agrees to immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapter 39 and C115.F.S., this provision is binding upon both provider and its employees.
5. The Contractor agrees not to discriminate against any person in the performance of this Contract or against
6. Any applicant for employment because of age, race, creed, color, disability, national origin, or sex.
7. The Service Priorities as established by the Coalition will be implemented accordingly.
8. The Contractor shall supply the data necessary to comply with ACF-800, ACF-801, and ACF-696 and such other monthly data as the Coalition may require.
9. The Contractor acknowledges that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a Contract to provide goods or services to the Coalitions and may not transact business with the Coalition.
10. The Contractor acknowledges receipt of a copy of the Grant Award and Assurances Statement executed by the Coalition and FOEL), the terms of the Grant Award and these Assurances are incorporated herein and the Contractor agrees to be bound by the same.
11. The Contractor agrees to have a budget approved by the Coalition, which will govern the expenditure of the funds allocated to the Contractor pursuant to this Contract. This approved budget may not be modified or changed without the express approval of the Coalition Board or its designated representative. The Contractor further agrees not to exceed budget in any line

item (on an annual basis) without the express approval of the Coalition or its designated representative. The Coalition will determine policy guidelines for moving funds among budget and/or allocation lines.

E) Records and Documents

1. The Contractor agrees to establish and maintain books, records, and documents, including electronic storage media, in accordance with generally accepted accounting procedures and practices in a manner which sufficiently and properly reflects all revenues and expenditures of funds provided by the Coalition under this Contract.
2. The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Contract for a period of five (5) years after termination of the Contract. However, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the Contractor must retain those records until resolution of the audit findings or any litigation, which may be based on the terms of this Contract.
3. The Contractor agrees to cooperate with the Coalition to facilitate the duplication and transfer of any records or documents during the required retention period as specified in Section I, Paragraph E, 2 above, upon completion or termination of this Contract.
4. The Contractor agrees to assure that all records pertinent to this Contract, including subcontractor records, are available at all reasonable times for inspection, review, copying, or audit by Federal auditors, representatives of the Comptroller of the State of Florida or the Auditor General of Florida, or other personnel duly authorized by the Coalition.
5. The Contractor agrees to allow persons duly authorized by the Coalition and federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), full access to and the right to examine any of the Contractor's documents and records related to this Contract, regardless of the form in which the documents are maintained at all reasonable times for as long as records are retained by the Contractor.
6. The Contractor will provide required reports as stated in Attachments 1 and 2, and will provide an annual fiscal statement within fifty (50) calendar days of the end of the applicable period.
7. The Contractor shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

F) Audit

1. The Contractor agrees to submit a financial and compliance audit to the Coalition and ensure that all related party transactions are disclosed to the auditor. The audit shall be conducted in accordance with the provisions of OMB Circular A-133 as revised, if \$500,000 or more in Federal awards is expended in its fiscal year. The Contractor agrees to submit the independent fiscal audit and any accompanying management letter(s) within one hundred and eighty (180) days of the close of the Contractor's fiscal year (Attachments XX).

G) Monitoring

1. The Contractor agrees to permit persons duly authorized by the Coalition to inspect any records, papers, documents, facilities, goods, and services of the Contractor, which are relevant to this Contract and to interview any clients and employees of the Contractor to assure the Coalition of the satisfactory performance of the terms and conditions of this Contract. Such inspection will be done upon reasonable notice to the Contractor and with cooperation of the Contractor so as not to disrupt services. The Contractor agrees to provide such monitoring services as may be required by the Coalition to ensure compliance with applicable law, policies, and the Coalition Plan.

H) Key Personnel

1. The Contractor agrees to employ staff, at its expense, to execute services provided in accordance with this Contract. Such individuals shall not be considered employees of the Coalition and are subject to the supervision, personnel practices and policies of the Contractor. The Contractor shall ensure that staff members assigned to this project meets the qualifications to perform services as outlined in the Coalition Plan approved by the FOEL. The Contractor agrees to ensure compliance with the applicable employee screening requirements in Section 435.03, F.S. At a minimum, the Contractor agrees to employ the following key personnel to perform the essential functions outlined in this Contract:
 - i) Administrative and fiscal staff necessary to complete administrative and fiscal functions
 - ii) A full time Director of IT and EFS Modernization System Data Services to ensure proper oversight and maintenance of the management information system (may be a shared position with other Coalitions)
 - iii) A Director of Program Services for Osceola County to oversee all programmatic functions.
 - iv) A full time Early Learning Services Manager for Osceola County to provide management support over all programmatic functions.
 - v) Bilingual Osceola-based staff in the areas of front desk receptionist, CCR&R, eligibility, child screening and assessments, infant/toddler services, and provider program evaluations. The Contractor agrees to maintain or meet a minimum of 50% of bilingual staff in all key areas listed. In those instances in which 50% of bilingual staff are not in place, the Contractor agrees to fill any vacant position with a bilingual individual. Special permission from the Coalition's Chief Executive Officer must be received to hire a non-bilingual person, if hardship cases to fill key positions arise.
 - vi) Bilingual staff in the areas of provider payments and records management and/or have translation services available, as the need is identified.
2. Staffing and Cross Training Plan – The Contractor shall maintain a Staffing and Cross Training Plan. The Staffing and Cross Training Plan should describe the organizational structure and ensure adequate staffing and cross training in applicable areas to ensure that CCR&R, School Readiness Eligibility and Voluntary Prekindergarten Services staff are cross trained and meet all required qualifications in accordance with applicable Florida Statutes, Rules, CCR&R Requirements, and FOEL guidance. Appropriate staff must be available to provide services to consumers, at a minimum, Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding holidays. The Contractor and all of its officers, employees and agents shall comply with the confidentiality provisions set forth in ss.39.0132, 39.202, and 39.814, F.S. and in any subsequent amendments to any of these statutes, and shall not release any information regarding any of the children in its care, or the family of children in its care, except as specifically authorized by these statutes. The Contractor hereby acknowledges that failure to abide by the requirements of these statutes constitutes a criminal offense as set forth in s. 39.205, F.S.
3. All personnel approved under the Staffing and Cross Training Plan shall be considered essential to the work to be performed. The Contractor must inform the Coalition in writing of its intent to substitute or divert any approved personnel from the project. No substitution or diversion shall be made without the prior written approval from the Coalition. The Contractor may not reduce the number of staff in key essential positions, including but not limited to CCR&R, School Readiness Eligibility, Voluntary Prekindergarten Services or Program Services without written permission from the Coalition's Chief Executive Officer.

I) Codes of Conduct

The Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of Contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a Contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the

employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm select for an award or contract. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, the Contractor may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the contract.

J) Osceola County Early Learning Client Services Signage

To ensure families, early learning providers and the community at large can adequately locate the early learning client services office; prominent signage must be displayed at the roadside on the marquee and at least one (1) sign over the office for easy identification, using the Coalition's current logo.

K) Information Systems and Technology

The Contractor shall maintain a management information system that is designed to provide maximum operational efficiency in processing day-to-day information, ensure connectivity to software applications and related databases for collecting, recording, storing, and reporting of client and provider data, assist in analyzing data collected for the purpose of making informed business decisions, and ensuring the security of systems and safeguarding of confidential information against system failure and loss of data. At a minimum, the Contractor shall back up all client records, financial records, supporting documents, statistical records, program related documents and any other documents at daily or weekly intervals, based on the importance of information and have an off-site storage system to protect against loss of data. The Contractor's information system and technology must meet all requirements as specified in Attachment A-1, (11) Data and Reporting Systems and Information Systems Security.

L) Nonexpendable Property

1. Pursuant to section 273.02, Florida Statutes, the word "nonexpendable property" as used in this section means equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, the value or cost of which is \$1,000 or more and the normal expected life of which is one year or more, and hardback-covered bound books that are circulated to students or the general public, the value or cost of which is \$25 or more, and hardback-covered bound books, the value or cost of which is \$250 or more.
2. All such property, purchased under this Contract, shall be listed on the property records of the Contractor. The Contractor shall inventory annually and maintain accounting records for all equipment purchased and submit an inventory report to the Coalition with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number; description of the item(s); physical location; name, make or manufacturer, year and/or model; manufacturer's serial number(s); date of acquisition and the current condition of the item.
3. At no time shall the Contractor dispose of non-expendable property purchased under this Contract for these services without the written permission of and in accordance with instructions from the Coalition. Immediately upon discovery, the Contractor shall notify the Coalition, in writing, of any equipment loss with the date and reason(s) for the loss.
4. The Contractor shall be responsible for the correct use of all equipment furnished under this Contract.
5. A formal Contract amendment is required prior to the purchase of any item of non-expendable property not specifically listed in the approved Contract budget.
6. Title (ownership) to all property (not limited to purchases exceeding \$1000) acquired with funds from this Contract shall be vested in the Coalition and said property shall be transferred to the

Coalition upon completion or termination of the Contract unless otherwise authorized in writing by the Coalition. In addition to the nonexpendable property identified above, the Contractor will maintain a separate list of property that has a useful life greater than one year that will be returned to the Coalition upon termination of the Contract. Items that should be maintained on this supplemental inventory list shall include, but not be limited to, chairs, desks, and other furniture, calculators, computers, printers, facsimile equipment, copiers, books, and other property that represent resources that are not categorized as office supplies or depleted as such.

M) Assignments and Subcontracts

1. The Contractor agrees to neither assign the responsibility for this Contract to another party nor subcontract, except with early learning providers, for any of the work contemplated under this Contract without prior written approval of the Coalition which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring, without prior approval of the Coalition, shall be null and void.
2. The Contractor agrees to be responsible for all work performed and all expenses incurred with the project. If the Coalition permits the Contractor to subcontract all or part of the work contemplated under this Contract, including entering into subcontracts with vendors for services and commodities, it is understood by the Contractor that all such subcontract arrangements shall be evidenced by a written document subject to prior review and comment by the Coalition. Such review of the written subcontract document by the Coalition will be limited to a determination of whether or not subcontracting is permissible and the inclusion of applicable terms and conditions of this Contract. The Contractor further agrees that the Coalition shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend the Coalition against such claims.
3. The Coalition shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor. In the event the Coalition approves transfer of the Contractor's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the Contract. In addition, this Contract shall bind the successors, assigns, and legal representatives of the Contractor and of any legal entity that succeeds to the obligations of the Coalition.
4. The Coalition shall retain the right to reject any of the Contractor's or subcontractor's employees whose qualifications or performance, in the Coalition's judgment, are insufficient. In considering the Contractor's and/or any subcontractor's employee's qualifications, the Coalition will act in good faith and not unreasonably.

N) Independent Capacity of the Contractor

1. The Contractor will act in the capacity of an independent contractor and not as an officer or employee of the State of Florida or the Coalition. The Contractor nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Coalition unless specifically authorized in writing to do so.
2. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance shall be the sole responsibility of the Contractor.

O) Indemnification

NOTE: Subparagraphs 1 and 2 below are not applicable to contracts executed between state subdivisions with sovereign immunity.

1. To be liable for and indemnify, defend, and hold the Coalition and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees

and costs, arising out of any act, actions, neglect, or omissions by the Contractor, its agents, or employees during the performance or operation of this Contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the Contractor's duty to defend and to indemnify within seven (7) days after notice by the Coalition by certified or overnight express mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the Contractor not liable shall excuse performance of this provision. The Contractor shall pay all costs and fees, including attorneys' fees related to these obligations and their enforcement by the Coalition. The Coalition's failure to notify the Contractor of a claim shall not release the Contractor of these duties. The Contractor shall not be liable for the sole negligent acts of the Coalition.

P) Insurance

1. **Contractor's Insurance:** The Contractor shall maintain adequate liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of this Contract and any renewal(s) and extension(s) of it. By execution of this Contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), Florida Statutes, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under this Contract. Upon the execution of this Contract, the Contractor shall furnish the Coalition written verification supporting both the determination and existence of such insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. The Coalition reserves the right to require additional insurance as specified in Attachments 1 and 2. (School Readiness & Voluntary Prekindergarten).
2. **Worker's Compensation Insurance:** During the Contract term, the Contractor shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: worker's compensation and employer's liability insurance in accordance with Chapter 440 of the Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

The Contractor shall not commence any work in connection with this Contract until the Coalition has approved it. All insurance policies shall be with the insurers qualified and doing business in Florida. The Coalition shall be furnished proof of coverage of insurance by certificates of insurance accompanying the Contract documents and shall name the Coalition as an additional named insured. The Coalition shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

3. **Unemployment Compensation Insurance:** The Contractor, during the life of this Contract, must comply with the reporting and contribution payments required under Chapter 443, Florida Statutes, for all employees connected with the work of the Contract.
4. **Liability/Insurance:** The Contractor shall be liable, and agree to be liable for, and shall indemnify, defend and hold the Coalition harmless from all liability, claims, suits, judgments,

expenses or damages including court costs and attorney's fees arising out of intentional acts, negligence or omissions by the Contractor, or any subcontractor utilized by the Contractor, in the course of the operations of the Contract. The Contractor will provide Premise Liability Insurance in an amount appropriate to the risk manifested by the Contractor's staff working in the space provided by the Contractor. This also includes the indemnification of the State for any liabilities set forth in section 768.28 Florida Statutes.

Q) Confidential Information

1. Each Party may have access to confidential information made available by the other. Each Party shall protect such confidential information in the same manner as it protects its own confidential information of like kind. The provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, and other applicable state and federal law will govern disclosure of any confidential information received by the State of Florida.

R) Safeguarding Information

1. The Contractor agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

S) Sponsorship

1. If the Contractor uses funds provided under this Contract to publicize, advertise, or describe the programs and services under this Contract, such documents and materials shall reflect the Coalition's logo as the predominant logo. Secondary sponsorship shall also state: "Sponsored by (Contractor's name), the Early Learning Coalition of Osceola County, and the State of Florida, Florida's Office of Early Learning." If the sponsorship referenced is in written material, the words "State of Florida, Florida's Office of Early Learning" shall appear in the same size letters or type as the Coalition's name.

T) Return of Funds

1. The Contractor shall return to the Coalition all sums expended for costs associated with this Contract, which were paid contrary to the terms of this Contract. Should repayment not be made in a timely manner, the Coalition shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Coalition, made payable to the "Early Learning Coalition of Osceola County".
2. **Advances:** Interest earned on advances by local government grantees and sub-grantees is required to be returned promptly, but at least quarterly, to the Federal agency through the Coalition in accordance with 45CFR92.21.
3. **Interest on Federal Fund Balances:** Interest earned by non-State nonprofit entities on Federal fund balances in excess of \$100 is required to be returned to the Department of Health and Human Services, Payment Management System, P.O. Box 6021, Rockville, MD 20852 through the Coalition in accordance with OMB Circular A-110 Subpart C.22.

U) Overpayments

1. Overpayments made to the Contractor must be returned to the Coalition immediately upon the date of notification or discovery of the overpayment.

V) Final Invoice

1. The Contractor must submit the final invoice for payment to the Coalition's Fiscal Compliance Manager no more than fifty (50) days after the Contract ends or is terminated. If the Contractor

fails to do so, all rights to payment are forfeited and the Coalition will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld at any time until all reports due from the Contractor and necessary adjustments thereto have been approved by the Coalition.

W) Parental Choice

1. The Contractor shall ensure that each School Readiness and Voluntary Prekindergarten applicant, except protective services clients, receives information that will allow for informed “parental choice” regarding School Readiness services and/or VPK services, respectively. If a parent prefers a School Readiness early education provider whose private pay rate, paid by the general public, exceeds the negotiated maximum rate schedule, the parent will be responsible for the difference between the early education provider’s private rate and the Coalition’s maximum rate. These payments shall be arranged between the parent and the early education provider and are not administered, negotiated nor paid by the Coalition and are in addition to the assigned parent fee.

X) Public Entity Crimes

1. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO (as defined in I.A.A.) of this Contract) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By execution of this Contract, the Contractor acknowledges that receiving Early Learning program funds through the Coalition are operating in compliance with this section.
2. Federal funds may not be disbursed to parties excluded from receiving Federal contracts or financial and nonfinancial assistance and benefits. Prior to execution of contracts or agreements, the Contractor must verify that no party to the Contract is included on the Federal Excluded Parties List. Documentation of verification shall be maintained by the Contractor. The Federal Excluded Parties list is currently located at <https://sam.gov/content/>

Y) Intellectual Property

1. Any ideas, concepts, know-how, data processing techniques, software, documentation, diagrams, schematics or blueprints developed exclusively by the Contractor’s personnel in connection with the services provided to the Coalition hereunder shall be the exclusive property of the State of Florida.

Z) Patent, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from the Agreement, or in any way connected with Early Learning programs, the Contractor shall refer the discovery or invention to the Agency.
 - a) Pursuant to section 286.021, Florida Statutes, if the discovery or invention arises or is developed in connection with the use of state funds, the Agency will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Agreement are hereby reserved to the State of Florida.
 - b) Pursuant to section 286.021, Florida Statutes, and subject to claims of the United States Department of Health and Human Services, any and all copyrights accruing under or in

connection with the Coalition's execution of its duties under the Agreement, funded by Early Learning Program funds, are hereby reserved to the State of Florida.

- c) Pursuant to 45 CFR 92.34, the United States Department of Health and Human Services reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the copyright in any work developed with federal funds through the Agreement and any rights of copyright which the Contractor or its subcontractors purchase with such federal funds.

AA) Procurement

1. The Contractor agrees that it will procure commodities and services for Early Learning programs in accordance with the provisions of applicable OMB Circulars, such as A-110 (2 C.F.R. part 215), A-122 (2 C.F.R. part 230), or A-133 and section 287.057, Florida Statutes. For the purposes of this paragraph, in applying the provisions of section 287.057, Florida Statutes, the Coalition shall substitute the following threshold amounts for those found in section 287.017, Florida Statutes:
 - CATEGORY ONE: \$35,000
 - CATEGORY TWO: \$65,000
 - CATEGORY THREE: \$195,000
 - CATEGORY FOUR: \$325,000
 - CATEGORY FIVE: \$500,000

Additionally, the Contractor shall substitute the following language for the language found in section 287.057(13), Florida Statutes:

Contracts for commodities or contractual services may be renewed for a period that may not exceed five (5) years or the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price of the commodity or contractual service to be renewed shall be specified in the bid, proposal, or reply. A renewal contract may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the Coalition and subject to the availability of funds. Exceptional purchase contracts pursuant to paragraphs (3)(a) and (c) may not be renewed.

The remaining requirements of section 287.057, Florida Statutes, remain in effect. This provision does not require the Contractor to competitively procure School Readiness and VPK direct services providers.

BB) Third Party Rights

1. No rights of any third party are created by this Contract and no person not a party to this Contract may rely on any provision herein notwithstanding any representation, written or oral, to the contrary.

CC) Disputes

1. The Coalition's Chief Executive Officer shall be the first contact of dispute resolution concerning performance of this Contract. Any dispute that cannot be resolved by the Chief Executive Officer shall be reduced to writing and delivered by certified mail to the Coalition's office by the Contractor. The Coalition's Board of Directors shall decide the dispute within thirty (30) calendar days of the Coalition's receipt of the written dispute. If the Coalition Board is not scheduled to meet within the thirty (30) calendar days, the Coalition's Executive Committee shall decide the

dispute and present the decision to the Coalition's Board for ratification at the next scheduled Board meeting.

DD) Changes In Service Delivery

1. The Contractor agrees to notify the Coalition in writing of changes in senior management staff associated with this Contract and/or service delivery locations within five (5) calendar days from the time the Contractor is informed.

EE) Special Situations

1. The Contractor agrees to inform the Coalition within twenty four (24) hours of any circumstances or events, which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Contract.

II. THE COALITION AGREES:

a. Contract Dates

This Contract shall begin on July 1, 2018 or the date in which both parties have signed the Contract, whichever is later, and shall end on June 30, 2019. The Coalition shall not be obligated to pay for costs incurred related to this Contract prior to its beginning date or after its ending date.

b. Contract Amount & Availability of Funding

This Contract shall not exceed **\$14,154,635.00**, which shall be paid by the Coalition for the provision of services as set forth by this Contract. The Coalition's obligation to pay under this Contract is contingent upon annual appropriation by the State of Florida Legislature and availability of any and all applicable federal funds. The Coalition shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to complete this project. If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default on the Coalition. The Coalition agrees to notify the Contractor in writing as the earliest possible time if funds are not appropriated or available.

C) Contract Payment

Upon receipt of funds by the Coalition from FOEL, the Coalition shall pay the Contractor, within three (3) working days from receipt of funds from the FOEL, the full amount due according to the invoice submitted and/or reimbursement issued by FOEL. Payment shall be in the form of electronic transfer to a pre-authorized bank account in the name of the Contractor.

D) Monitoring

The Coalition shall monitor administrative, fiscal and programmatic requirements of this Contract and shall deliver to the Contractor a written report of its findings. The report will include written recommendations with regard to the Contractor's performance of the terms and conditions of this Contract. The Contractor shall correct all noted deficiencies identified by the Coalition within the period of time set forth in the report.

III. THE COALITION AND THE PROVIDER AGREE:

A) Terms and Conditions

1. This Contract constitutes the only agreement, and supersedes all prior Contracts and understandings, both written and oral, among the parties with respect to the subject matter hereof. All Attachments hereto are a material part of this Contract and are incorporated by reference. This Contract, including any Attachments and Exhibits hereto, may not be amended or modified, except in writing signed by all parties to this Contract.

B) Termination

1. It is the intent of the Coalition to assure a consistent and orderly delivery of School Readiness services. It is the further intent of the Coalition to terminate the Contract only in those situations where such action is essential to protection of its interests and the interests of children and families, as determined by the Coalition.
 - i) **Termination at Will:** This Contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
 - ii) **Termination Due to the Lack of Funds:** In the event funds to finance this Contract become unavailable, the Coalition may terminate the Contract upon no less than thirty (30) calendar days notice in writing to the Contractor. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Coalition shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing a "lack of funds". In the event of termination of this Contract, the Contractor will be compensated for any work satisfactorily completed prior to notification of termination.
 - iii) **Termination for Breach:** This Contract may be terminated by the Coalition for nonperformance by the Contractor upon no less than twenty-four (24) hours notice in writing to the Contractor. Waiver or breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Coalition's right to remedies at law or inequity. If applicable, the Contractor may be liable for liquidated damages upon breach.
 - iv) Any obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. In the event the federal and state funds upon which this Contract is dependent is withdrawn or redirected, the Contract is terminated and the Coalition will have no further liability to the Contractor beyond that already incurred by the termination date.

The above provisions shall not limit either the Coalition or the Contractor's right to remedies at law or to damages.

C) Re-negotiation or Modification

1. Modifications of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Coalition's operating budget.

D) Severability

1. Each provision of this Contract shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Contract shall be interpreted and construed in accordance with the laws of the State of Florida.

E) Counterparts

1. This Contract may be executed in counterparts, all of which shall constitute one and the same document.

F) Official Payee and Representatives:

1. The Central Agency name as shown on page 1 of this Contract and mailing address of the official payee to whom the payment shall be made:
2. The name, address, and telephone number of the Coalition Chairperson or Vice Chairperson for the Coalition for this Contract is:
3. The name, address, and telephone number of the representative of the Central Agency responsible for the administration of the program under this Contract is:
4. The name, address, and telephone number of the Coalition Chief Executive Officer for this Contract is:
5. The name of the official payee and street address and telephone number where financial and administrative records are maintained is:

The parties have read the entire Contract, inclusive of all its Attachments and Exhibits, and the approved plan including approved amendments.

The Contractor certifies that its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Contract with all covenants and assurances contained herein. The Contractor also certifies that the undersigned possesses the authority to legally execute and bind the Contractor to the terms of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this **102** page document to be executed by their undersigned officials as duly authorized.

EARLY LEARNING COALITION OF OSCEOLA COUNTY

CONTRACTOR NAME

By: _____

By: _____

Date: _____

Date: _____

Appendix J

COMMUNITY DEMOGRAPHICS

of Contracted Providers

	Osceola Contracted all Counties				Providers in Osceola County Only			
As of 7/1/21	Total	Center	School	FCCH	Total	Center	School	FCCH
SR (as of 7/1/2021)	137	91	32	14	97	54	30	13
VPK (20-21 Year)	121	69	51	1	121	69	51	1

of Children Served

Average number of children receiving SR services (monthly) –
 From 7/1/20 to 6/30/21, an average of 2,131 children were served monthly

Number of VPK children enrolled – 2019/20 = 3874 children

Number of VPK children enrolled - 20/21 = 2743 children*

**This number is reduced as a result of the COVID-19 Pandemic. 2019/20 data was included for historic reference of average number of children enrolled in VPK.*

Appendix K

STATE STATUTES, RULES, AND GUIDANCE RELATED TO MAJOR ACTIVITIES

Relevant Sections of Florida Statute

[1002.81, F.S.](#) – Definitions

[1002.82, F.S.](#) – Division of Early Learning Powers and Duties

[1002.83, F.S.](#) – Early Learning Coalitions

[1002.84, F.S.](#) – Early Learning Coalitions Powers and Duties

[1002.85, F.S.](#) – Early Learning Coalition Plans

[1002.86, F.S.](#) – School Readiness Program; Education Component

[1002.87, F.S.](#) – School Readiness Program; Eligibility and Enrollment

[1002.88, F.S.](#) – School Readiness Program Provider Standards; Eligibility to deliver the School Readiness Program

[1002.89, F.S.](#) – School Readiness Program Funding

[1002.91, F.S.](#) – Investigations of Fraud or Overpayment; Penalties

[1002.92, F.S.](#) – Child Care and Early Learning

[1002.97, F.S.](#) – Records of children in the School Readiness Program

[1002.995, F.S.](#) – Early Learning Professional Development Standards and Career Pathways

Relevant Sections of Florida Administrative Code

School Readiness Program Chapter, 6M-4

[6M-4.200](#) School Readiness Eligibility Provisions 6/11/2020

[6M-4.204](#) Eligibility for Three-and Four-year-old Children Who may not be Economically Disadvantaged But Who Have Been Served in a Specific Part-time or Combination of Part-time Exceptional Education Programs With Required Special Services, Aids, or Equipment, and Were Previously Reported for Funding Part-Time With the Florida Education Finance Program as Exceptional Students 4/21/2003

[6M-4.205](#) Economically Disadvantaged Children, Children With Disabilities, and Children at Risk of Future School Failure, From Birth to Four (4) Years of Age, Who are Served at Home Through Home Visitor Programs and Intensive Parent Education Programs Such as the Florida First Start Program (Repealed) 7/31/2014

[6M-4.206](#) Eligibility for Children Who Meet Federal and State Requirements for Eligibility for the Migrant Preschool Program but Who do not Meet the Criteria of Economically Disadvantaged (Repealed) 7/31/2014

6M-4.208	Documenting Eligibility for the School Readiness Program 6/11/2020
6M-4.300	School Readiness Application and Waiting List Procedures 8/20/2018
6M-4.400	Required Parent Co-payment 3/20/2017
6M-4.500	Child Attendance and Provider Reimbursements 6/23/2019
6M-4.501	Reimbursement During Emergency Closures 1/1/2015
6M-4.610	Statewide Provider Contract for the School Readiness Program 4/15/2021
6M-4.620	Health and Safety Checklists 2/16/2017
6M-4.630	Statewide Provider Contract Monitoring Tool for the School Readiness Program 8/13/2020
6M-4.700	Child Performance Standards for the School Readiness (SR) Program 12/28/2017
6M-4.710	School Readiness Program Curricula 6/14/2018
6M-4.720	Screening of Children in the School Readiness Program 11/15/2012
6M-4.735	Early Learning Professional Development Standards and Career Pathways 8/13/2020
6M-4.740	Program Assessment Requirements for the School Readiness Program 4/15/2021
6M-4.741	Program Assessment Threshold Requirements for the School Readiness Program

Voluntary Prekindergarten Education Program, Chapter 6M-8

6M-8.100	Definitions 2/15/2016
6M-8.201	Child Enrollment Procedure for the Voluntary Prekindergarten (VPK) Education Program 3/20/2017
6M-8.204	Uniform Attendance Policy for Funding the VPK Program 9/14/2009
6M-8.205	Advance Payment and Reconciliation for the Voluntary Prekindergarten Education Program 9/14/2009
6M-8.210	Reenrollment in the Voluntary Prekindergarten Education Program 7/28/2016
6M-8.300	Provider and Class Registration Procedures; Application; Eligibility Determination 12/21/2010
6M-8.301	Standard Statewide Provider Contract for the VPK Program 4/15/2021
6M-8.305	Recording and Certifying Child Attendance in the VPK Program 5/24/2007
6M-8.400	VPK Class Sizes; Blended Classes; Multi-Class Groups 2/18/2015
6M-8.410	Voluntary Prekindergarten Program Substitute Instructors 8/10/2009
6M-8.500	VPK Specialized Instructional Services: Child Eligibility and Provider Reimbursement 8/5/2014
6M-8.601	Voluntary Prekindergarten (VPK) Provider Kindergarten Readiness Rate 9/19/2019
6M-8.602	Child Performance Standards for the Voluntary Prekindergarten (VPK) Education Program 12/28/2017

- [6M-8.603](#) Voluntary Prekindergarten (VPK) Provider on Probation and Required to Apply for a Good Cause Exemption 6/23/2016
- [6M-8.604](#) Voluntary Prekindergarten (VPK) Curriculum Approval Process 8/20/2018
- [6M-8.605](#) VPK Staff Development Plan for Providers on Probation 12/28/2017
- [6M-8.610](#) Voluntary Prekindergarten (VPK) Director Credential for Private Providers 10/21/2018
- [6M-8.615](#) VPK Training Requirements 10/21/2018
- [6M-8.620](#) Voluntary Prekindergarten (VPK) Pre- and Post-Assessment Compliance 7/28/2016
- [6M-8.700](#) Provider on Probation; Voluntary Prekindergarten Education Program Improvement Plan and Implementation; First Year Probation 6/23/2016
- [6M-8.701](#) Provider on Probation; Voluntary Prekindergarten Education Program Annual Probation Progress Report; Second and Subsequent Year Probation 6/23/2016
- [6M-8.702](#) Removal From Voluntary Prekindergarten Education Program Eligibility 2/2/2015
- [6M-8.900](#) Obtaining VPK Forms 5/24/2007

Early Learning Coalitions, Chapter 6M-9

- [6M-9.110](#) Requirements and Criteria for Early Learning Coalition Board Composition 3/29/2015
- [6M-9.115](#) Procedures and Criteria for Approval of School Readiness Plans 10/21/2018
- [6M-9.300](#) Child Care Resource and Referral and Consumer Education 10/21/2018
- [6M-9.400](#) Early Learning Coalition Anti-Fraud Plans 3/1/2015

Issued Program Guidance

100-199 Office of Early Learning

100 General Provisions

[101.02 Records Confidentiality](#)

102 Early Learning Advisory Council

200-299 Early Learning Coalitions

200 General Provisions

202 Reports and Plans

[202.80 Early Learning Coalitions Annual Report](#)

[202.80 \(A\) Annual Report Template](#)

[202.80 \(B\) Disenrollment Description Table](#)

206 Coalition Governance

210 Contractors

220 Program Quality and Standards

240 Finance and Budget

[240.01 Cash Management Procedures](#)

[240.01 \(A\) Deposit Form Workbook](#)

[240.01\(B\) Simple Interest Template](#)

[240.02 Tangible Personal Property](#)

[240.02\(A\) Surplus Property Form](#)

[240.02\(B\) Surplus Property Affidavit](#)

[240.03 Collection of Delinquent Accounts](#)

[240.04 School Readiness Funds Management](#)

[240.05 Prior Approval](#)

[240.05 \(I\) Prior Approval Submission Instructions](#)

[240.05 \(II\) Prior Approval Guidelines](#)

[240.05\(III\) Prior Approval Reference Guide](#)

[240.05\(IV\) How to Submit a Prior Approval Request](#)

[240.06 Reimbursement Request Requirements](#)

[240.06\(A\) Reimbursement Requests](#)

[240.06\(B\) Outreach, Awareness, and Monitoring Initiative \(OAMI\) Reimbursement Requests](#)

[240.07 Enrollment and Quality Expenditures for Early Learning Programs](#)

[240.09 Reobligation of Returned Restitution](#)

[240.10 Travel](#)

[240.10\(I\) Clarifying Instructions](#)

[240.10\(II\) Travel Questions and Answers](#)

[240.20 Tracking Costs for Disasters](#)

[240. 20 Appendix A Professional Development Mini Grants for Providers](#)

[240. 20 Tracking Disasters Costs- Early Learning/Child Care Provider Teach/Staff Member Eligibility Form](#)

[240. 20 Early Learning/Child Care Provider Eligibility Form](#)

[240.20 Appendix B Infrastructure Mini-grants for Early Learning/Child Care Providers](#)

[240. 20 Appendix C Health and Safety Cleaning Supplies/Mini Grants for Providers](#)

[Online Training List for Early Childhood Professional Development](#)

[240.21 COVID – 19 Crisis Emergency Funding Assistance for Early Learning/Child Care Providers](#)

[240.21 \(I\) Child Care Services for First Responders and Health Care Workers FAQs](#)

[240.21 \(II\) Child Care Provider Bonus for Serving Children of Eligible First Responders and Health Care Workers](#)

[240.21 \(III\) Grant Application for School Readiness and VPK Providers \(Phases I – III\)](#)

[240.21 \(IV\) Grant Application for Non Contracted Providers \(Phases I – III\)](#)

[240.21 \(V\) CARES Phase I and II Allocations for Supports to Contracted and Non-Contracted Providers](#)

[240.21 \(VI\) CARES Phase III Allocations by Provider Type Statewide](#)

[240.21 \(VII\) Grant Application: All Providers \(Phase IV\)](#)

[240.21 \(VIII\) CARES Phase IV Allocations Statewide](#)

[240.21 \(IX\) COVID-19 Grants Awarded by Phase and Provider Type](#)

[240.21 \(X\) CRRSA Phase V Allocations Statewide](#)

[240.21 \(XI\) Grant Application: All Providers \(Phase V\)](#)

[240.22 COVID-19 Guidance for Reimbursement for Closed School Readiness Providers](#)

250 Accountability

[250.01 Other Cost Accumulators \(OCA\)](#)

[250.01\(I\) OCA Working Definitions](#)

[250.01\(II\) OCA Short and Long Titles](#)

300-399 Application and Data Services

300 General Provisions

320 Data Quality

340 Data Dictionary

400-499 School Readiness Programs

400 General Provisions

[400.01 Federal Poverty Guidelines](#)

[400.01\(A\) Plan Amendment Justification of Co-Payments Above 10 Percent of Gross Family Income](#)

[400.01\(B\) 2021 Sliding Fee Schedule Memo](#)

[400.01\(C\) 2021 Sliding Fee Schedule Model](#)

404 Child Eligibility

[404.01 School Readiness Program Transfers](#)

408 Provider Eligibility

410 Enrollment and Attendance

420 Program Quality and Standards

[420.01 Early Learning Performance Funding Project \(ELPFP\)](#)

[420.01\(I\) Provider Application Guide](#)

[420.01\(II\) Provider Selection and Budget Guide](#)

[420.01\(III\) Contract Guide](#)

[420.01\(IV\) Notifications Dates Table](#)

430 Monitoring and Performance Evaluations

440 Finance and Budget

[440.10 Match Reporting Guidance](#)

[440.10\(I\) Instructions for Local Match Reporting](#)

[440.10\(II\) In-Kind Match Requests](#)

[440.10\(III\) Match Reporting In-Kind Flow Chart](#)

[440.10\(IV\) ELC Match Raising, Fundraising and Grant Writing](#)

440.10(D) Sample Valuation of In-Kind Approval Forms

[\(D-1g\) Donation of Goods, Equipment or Furniture](#)

[\(D-1r\) Use of Office Furniture or Equipment](#)

[\(D-1s\) Use of Building and/or Office Space](#)

[\(D-1v\) Volunteer Service](#)

[440.10\(E\) In-Kind Flow Chart](#)

[440.10\(F\) In-Kind Benefit Form](#)

[440.10\(G\) In-Kind Approval Letter](#)

[440.10\(H\) Six Percent Working Poor Benefit Form](#)

[440.10\(I\) Match Documentation and Certification Requirement](#)

[440.50 VPK Wrap Rates](#)

[440.60 Reporting Expenditures on Teenage Parent Programs \(TAPP\) for Federal Matching-Fund Requirements](#)

[440.60\(A\) Instructions for Completing TAPP Supplemental Information Form](#)

[440.60\(B\) TAPP Supplemental Information Form](#)

[440.60\(C\) TAPP Provider Profile Information Certificate](#)

500-599 Voluntary Prekindergarten Education Program

500 General Provisions

[2020-2021 VPK School Year Flexible Option: Rubric for ELC Review](#)

[2020-2021 Florida's Optional Innovative School District Reopening Plan](#)

[2020-2021 VPK School Year Program Private Provider Innovative Delivery Plan](#)

504 Child Eligibility

508 Provider Eligibility

[508.06 Requirements for VPK Director Credential](#)

[508.20 Supplemental Service Fees](#)

[508.21 Prohibited Fees and Charges in the VPK Education Program](#)

[508.22 Prohibited Forms of Discrimination in VPK Education Program](#)

510 Enrollment and Attendance

[510.50 School District Minimum Funding](#)

520 Program Quality and Standards

[520.03 Instructional Hours for the VPK Program](#)

530 Compliance Verification

540 Finance and Budget

600-699 Child Care Resource and Referral

600 General Program Requirements

[600.01 CCR&R Program Requirements](#)

Appendix L

LIST OF REQUIRED REPORTS 21-22

The ELC is responsible for providing the following reports to the report recipient with a copy of each to the ELC's assigned grant manager by the due dates. For reports where the report recipient is an update to the SSIS, the ELC shall provide email notification to the OEL grant manager the report requirement has been completed.

Due Date	Reports	Reference	Report Recipient
Prior to expenditure of funds and no later than July 31	PDG-R application and other required documents included in the approved application.	Exhibit II (C.8.)	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Coalition Document Exchange/PDGR
July 31	Return Interest Earned on Funds	Exhibit II (F.4.)	Office of Early Learning Attn: Financial Administration and Budget Services 250 Marriott Drive Tallahassee, Florida 32399
July 31	Budget Report	Exhibit II (D.1.)	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Coalition Document Exchange/Annual Budget Report
Last business day in August	CCR&R ELC Staff List	Exhibit II, (C.3.)	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Accountability Document Exchange – Restricted/2021-2022 CCRR
Last business day in August	CCR&R Accessibility Report and CCR&R Organization's Plan for Family Engagement and Community Outreach	Exhibit II (C.3.)	CCR&R State Network Office
August 31	Internal Control Questionnaire	Exhibit III (B.4.)	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Accountability FMSAS Document Exchange/ <i>Current Year ICQ</i> (To Be Completed or Completed)
August 31	VPK Monitoring Plan	Exhibit II (D.6.)	SharePoint/Coalitions Zone/ <i>ELC Name</i> /CCRR, VPK & School Readiness/ VPK Monitoring Plan
October 1	Coalition Annual Report	1002.84(18), F.S. and OEL Program Guidance 202.80 – Early Learning Coalition Annual Report	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Coalition Annual Report
October 1	Master Property Inventory Report	OEL Program Guidance 240.02 – Tangible Personal Property	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Coalition Document Exchange/Annual Inventory Report
October 1	Subrecipient Monitoring Plan (for all contracts, grants,	Exhibit II (D.5.)	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Accountability Document Exchange/Monitoring Plans

Due Date	Reports	Reference	Report Recipient
	agreements, and programs)		
October 1	Revenue and Expenditure Report	Exhibit II (D.1.)	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Coalition Document Exchange/Annual Expenditure Report
October 1	Warm-Line Narrative Report & Activity Log	Exhibit II (C.4.)	SharePoint/Coalition Document Exchange/Grant Agreement Deliverables/Warm-Line Narrative
November 1	CCDF Quality Performance Report (QPR)	Exhibit II (D.1.)	SharePoint/Coalitions Zone/ <i>ELC Name</i> /QPR
March 31	Single Audit Report	Exhibit III, Audit Requirements	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Accountability FMSAS Document Exchange/Annual Audit Report Files
April 1	Parent Sliding Fee Scale	Exhibit II (D.1.)	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Coalition Plan/2021-22 Amendment Submission
April 15	CCDF Salary Cap testing Form	Exhibit IV, Section IV.C.	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Accountability FMSAS Document Exchange/ <i>Current Cap To Be Completed</i>
May 1	Continuity of Operations Plan (COOP) / Update	Exhibit II (D.4.)	SharePoint/Coalitions Zone/ <i>ELC Name</i> /COOP Plan
May 15	Cost Allocation Plan or Certification Form	Exhibit II (D.2.) and Exhibit IV, Section III.A.	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Accountability FMSAS Document Exchange/ <i>Current Year Cost Allocation Plan</i>
May 31	CCR&R Annual Provider Profile	Exhibit II (C.4.)	Update in SSIS
June 30	Anti-Fraud Plan	Exhibit II (D.3.)	Email to inspector.general@oel.myflorida.com
Within 5 days of the effective date of this agreement	A copy of the E-Verify "Edit Company Profile" screen	Exhibit I (J.1.)	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Coalition Document Exchange/E-Verify
Within 5 days of a new hire	A statement identifying a new hire with its E-Verify case number	Exhibit I (J.1.)	Email to your OEL Grant Manager
Within 14 days of a change	Supplemental Executive Compensation Report	Exhibit IV, Section IV.D.	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Accountability FMSAS Document Exchange/ <i>Compensation Reporting</i>
As Needed	Provider Rate Schedule	Exhibit II (D.1.)	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Coalition Plan/2021-22 Amendment Submission

Due Date	Reports	Reference	Report Recipient
As Needed	Conflicts of Interest and Related Parties	Exhibit IV (J.2.)	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Coalition Document Exchange/Fiscal Year Documents/2021-22 Financial Package/
Biennially & as needed thereafter	Coalition Plan & Plan Amendments	Exhibit II (D.1.)	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Coalition Plan
Monthly, included with invoice workbook submission	Coalition Funders worksheet	Exhibit II (D.5.)	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Invoices
Quarterly	Minority Business Enterprise Utilization Report	Exhibit I (X)	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Coalition Document Exchange/Quarterly CMBE Reports
Within 4 months of starting employment as a CCR&R Coordinator and completing the Coordinator certification	CCR&R Coordinator Evaluation	Exhibit II (C.3.)	CCR&R State Network Office
Within 4 months of starting employment as a CCR&R specialist and completing the Specialist certification	CCR&R Specialist Evaluation	Exhibit II (C.3.)	CCR&R State Network Office

Appendix M

EFS MOD DATA AND SECURITY

- 1. SSIS and SPE data, reporting and security**
- 1.1. The ELC shall utilize the Coalition Services Portal to process:
 - 1.1.1. SR electronic applications and manage the SR waiting list in compliance with Rule 6M-4.300, F.A.C.
 - 1.1.2. VPK electronic applications in compliance with Rule 6M-8.201, F.A.C.
 - 1.1.3. Provider accounts, SR and/or VPK contracts, attendance rosters, and provider reimbursements.
- 1.2. The ELC shall review submitted SR and VPK applications within twenty (20) calendar days of submission. The ELC shall notify the parent if the eligibility criteria have or have not been met or to request additional information within twenty (20) calendar days of the submitted application.
- 1.3. The ELC shall use the SSIS to verify and document each parent/guardian and child's potential eligibility in the "Waiting" status at least once every six (6) months based on the parent/guardian's last revalidation date.
- 1.4. The ELC shall verify notifications of revalidation requirements are sent to families at least thirty (30) calendar days before the revalidation date. The ELC shall document families who do not revalidate eligibility are removed from the waiting list.
- 1.5. The ELC shall designate at least one system administrator to manage coalition user and coalition administrator accounts (user accounts) for the Coalition Services Portal. The ELC shall manage user accounts at the local level. Only current staff members may hold user accounts and may not share accounts.
- 1.6. The ELC shall use the OEL-established SSIS for managing the single point of entry process and waiting list, tracking children's progress, coordinating services among stakeholders, determining child eligibility, reflecting child enrollment in the SR and VPK programs, tracking child attendance, and streamlining provider administrative processes.
- 1.7. The ELC shall verify and document, on a monthly basis, in SSIS the ELC includes all legally operating early learning providers within the ELC's service area listed in the DCF Child Care Administration, Regulation and Enforcement System (CARES).
- 1.8. The ELC shall verify and document, on a monthly basis, the ELC reconciled its financial records for child care provider payments between the ELC accounting system and the SSIS. The ELC shall reconcile within sixty (60) days after the close of each monthly reporting period.
- 1.9. The ELC shall comply with OEL:
 - 1.9.1. Standard codes and definitions for all early learning programs contained in the SSIS.
 - 1.9.2. Data correction requests or data cleansing activities within the agreed upon time frames.
 - 1.9.3. Required data analysis, definition, and standardization activities within the agreed upon time frames.
- 1.10. The ELC shall provide the OEL permanent access to any server the ELC uses locally to host the SSIS to meet data reporting requirements and access to information the ELC or its contractors maintain in any information system for services provided under this agreement. The ELC and its contractor shall provide data in an approved machine-readable format, if necessary and upon request.
- 1.11. The ELC shall communicate to OEL any enhancement requests to the OEL SSIS in writing via the OEL Support Portal

- 1.12. The ELC shall participate in SSIS conference calls.
- 1.13. The ELC shall communicate any SSIS-related issues.
- 1.14. The ELC shall ensure the security of all early learning program management data systems and the confidentiality of data stored in these systems pursuant to Chapter 81, F.S., the Florida Computer Crimes Act. This includes data systems OEL provides and maintains and all other data systems the ELC purchases, contracts for or creates.
- 1.15. The ELC shall comply with OEL Program Guidance 101.02 – Records Confidentiality, 300.01 – IT Security Manual, and 300.02 – MOU and Data Security Agreement. The ELC shall ensure each coalition employee or other individual(s) with access to confidential information completes and signs [OEL's Memorandum of Understanding and Data Security Agreement](#) prior to having access to the confidential information and retain this form on file.
- 1.16. The ELC shall participate in routine OEL-conducted data security reviews.

Appendix N

STAFFING BUDGET DETAIL

See separate RFP Excel Document “Appendix N: Staffing Budget Detail”