

EARLY LEARNING COALITION OF NORTHWEST FLORIDA

REQUEST FOR PROPOSALS #ELCNWF 2021-04

Early Childhood Books

RELEASED:

September 22, 2021

SUBMISSION DUE DATE:

October 25, 2021 @ 1:00 PM (CST)

AVAILABLE FUNDING

Total funding forecasted of \$350,000.00



SECTION 1: GENERAL INFORMATION

1.1 Background

The Early Learning Coalition of Northwest Florida, Inc. was organized as a not-for-profit Florida corporation under the laws of the State of Florida on September 26, 2005. The Coalition has been granted an exemption from income taxes under Internal Revenue Code, Section 501(c) (3) as a not-for-profit corporation.

The Coalition is primarily funded by support from federal and state agencies contracted through the Florida Division of Early Learning (hereinafter “DEL”). The Coalition provides a coordinated delivery system of school readiness programs that is designed to fully prepare children to learn upon entering the local kindergarten school systems in its seven-county service area (Bay, Calhoun, Franklin, Gulf, Holmes, Jackson and Washington counties). In addition, part of the Coalition’s mission is to increase the availability, affordability, and quality of child care services to children. The children who qualify for these programs are at-risk and/or from low-income families.

The Coalition operates three major programs:

1. Direct Child Care – payments to approved providers for child care.
2. Non-Direct Child Care – directly incurred costs for support of child care services such as eligibility determination, training for providers, and resource and referral services.
3. Quality Initiatives – payments for directly incurred costs designed to enhance experiences for children, staff, or other early childhood professionals.

In addition, the Early Learning Coalition provides training and resources to advance the skills of early care and education providers and staff, enhancing their ability to inspire learning and prepare children for future academic success.

The Early Learning Coalition, through Grant Agreement #341 with the the Division of Early Learning will be aiding providers, children and families in the counties of Bay, Calhoun, Franklin, Gulf, Holmes, Jackson and Washington by supplying books and book bundles for all participating classrooms.

1.2 Statement of Purpose

The purpose of this Request for Proposals (hereinafter referred to as “RFP”) by the Early Learning Coalition is to procure a contract for Early Childhood Books with a forecasted amount of \$350,000.00. Through the RFP, the Early Learning Coalition will select one or more Proposers to provide the services described herein and reserves the right to execute multiple contracts as deemed necessary to provide the requested services to the different programs offered by our organization.

It is the Proposer’s responsibility to examine this RFP, to understand the Early Learning Coalition’s requirements and to submit its proposal (“Proposal”) in a timely, complete, and procedurally correct manner. The services described in this RFP will be procured in accordance with s. 287.057, F.S. Contract(s) resulting from this solicitation, if any, are anticipated to commence on or before **November 30, 2021** and end on **September 30, 2022**, and will be awarded through written notice to qualified and responsive Proposer(s) who(se) proposal is determined to be most advantageous to the Early Learning Coalition, taking into consideration price, quality and other criteria. The initial term of the Contract shall be for a period of twelve (12) months (unless otherwise specified, and may be renewed for a period not to exceed the greater of three (3) years or the term of the original contract, subject to Proposer’s successful performance under the Contract and the availability of funding. A copy of the proposed Contract is attached as **Exhibit 13** which may be subject to change.

1.3 Amount of Funding

The Early Learning Coalition forecasted funding amount in this RFP is \$350,000.00 which is subject to change contingent upon the agency’s necessities.

SECTION 2: RFP PROPOSAL PROCESS

2.1 Point of Contact

The contact person listed below is the single point of contact for this RFP. The contact person for this RFP is:

Chelsea Ranew
Contracts and Grants Manager
Early Learning Coalition of Northwest Florida, Inc.
4636 HWY 90
Suite M
Marianna, FL 32446
Email: chelsea.ranew@elcnwf.org

2.2 Proposer Disqualification

In accordance with s. 287.133, F.S., any individual, entity, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal for a period of 36 months following the date of being placed on the convicted vendor list, whether as a Proposer, a member of a Proposer, or a subcontract of a Proposer.

In accordance with s. 287.134, F.S., any individual, entity, or affiliate who has been placed on the discriminatory vendor list may not submit a proposal for a period of thirty-six (36) months following the date of being placed on the discriminatory vendor list, whether as a Proposer, a member of a Proposer, or a subcontractor of a Proposer.

The failure to have performed any contractual obligations with the Early Learning Coalition in a manner satisfactory to the Early Learning Coalition shall also constitute sufficient cause for disqualification. To be disqualified as a Proposer under this provision, the Proposer must have:

- A. Previously failed to satisfactorily perform in a contract with the Early Learning Coalition, been notified by the Early Learning Coalition of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Early Learning Coalition; or
- B. Had a contract terminated for cause by the Early Learning Coalition, by any other State agency, or by any Children's Services Council.

2.3 Cone of Silence

All parties to this solicitation shall be bound by a "Cone of Silence" surrounding solicitations and prohibitions against ex-parte communication. During the Cone of Silence, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and state holidays, any of the following: (a) Coalition board members; (b) any Early Learning Coalition staff; (c) any proposal evaluation committee members; and/or (d) any member of the executive or legislative branch regarding any aspect of this solicitation.

Respondents directly contacting board members, staff, or proposal evaluation committee members risk disqualification of their response from consideration. Written communications are allowable at any time, but only if addressed to the designated contact person.

2.4 Inquiries

All questions regarding this RFP must be forwarded in writing by U.S. Mail or by email to chelsea.ranew@elcnwf.org on or before **October 14, 2021 at 12:00 p.m. (CST)** to ensure that sufficient analysis can be made before answers are supplied. Written responses to questions will be posted on the Early Learning Coalition's website www.elcnwf.org by **October 14, 2021 at 5:00 p.m. (CST)**.

2.5 Rejection of Proposals and Waiver of Minor Irregularities

The Early Learning Coalition reserves the right to reject any or all Proposals received pursuant to the RFP at any time if such action is in the best interest of the Early Learning Coalition as determined in its sole and absolute discretion. The Early Learning Coalition shall have the right, but not the obligation, to waive any minor irregularities in submitted Proposals if doing so would serve the best interests of the Early Learning Coalition, as determined in its sole and absolute discretion. For purposes of this Section 2.5, a minor irregularity shall mean a variation from the RFP terms and conditions that does not affect the price of the Proposal, does not give the Proposer an advantage or benefit not enjoyed by other Proposer(s), and/or does not adversely impact the interest of the Early Learning Coalition.

2.6 Notice of Contract Award

The Contract shall be awarded to the Proposer whose Proposal is determined to be most advantageous to the Early Learning Coalition, taking into consideration price and technical merits.

2.7 Protests and Disputes

Any unsuccessful Proposer who is adversely affected by the Early Learning Coalition's decision concerning a procurement solicitation or contract award under this RFP may protest such decision by filing a protest in compliance with s. 120.57(3), F.S. A Proposer may file a notice of protest in writing within seventy-two (72) hours after the posting of the notice of decision (or intended decision), and may file a formal written protest within ten (10) days after the date the notice of protest is filed as required by s. 120.57(3), F.S. Failure to file a timely notice of protest shall constitute a waiver of the Proposer's rights to any proceedings under Ch. 120, F.S.

Any Proposer desiring to file a formal written protest to this RFP must accompany such protest with a bond payable to the Early Learning Coalition in an amount equal to one percent (1%) of the estimated Contract amount in accordance with s. 287.042(2)(c), F.S. The bond shall be conditioned upon the payment of all costs which may be adjudged against the Proposer in any

administrative hearing in which the action is brought and in any subsequent appellate court proceedings. In lieu of a bond, the Early Learning Coalition may accept a cashier's check, official bank check, or a money order in the amount of the bond. Failure to file the proper bond at the time of filing the formal written protest will result in a denial of the protest.

The notice of protest must be submitted to the Early Learning Coalition's Executive Director at:

**4636 HWY 90
Suite M
Marianna, FL 32446**

The protest must be in writing within seventy-two (72) hours of the Notification of Intent to Award. The formal written protest must be submitted within ten (10) days after the date the notice of protest is filed and must fully identify the facts resulting in the contested issues. The protest procedure shall be governed by s. 120.57(3), F.S.

2.8 Appeals

1. Unsuccessful Proposers affected by the denial, determination of eligibility, or ineligibility for contract award by the Early Learning Coalition with respect to any federal or state funded program or activity may appeal if the action or decision of the Early Learning Coalition is alleged by the Proposer to be:
 - (1) In violation of applicable federal or state law;
 - (2) Based upon an error of material and relevant facts; or
 - (3) Invalid because of an alleged denial of procedural due process.

B. Unsuccessful Proposers affected by the denial, determination of eligibility, or ineligibility for contract award by the Early Learning Coalition with respect to any federal or state funded program or activity may not appeal if:

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

2.9 Evaluation Process

The Early Learning Coalition shall conduct a comprehensive review of the responses to the solicitation by convening a proposal evaluation committee. The composition of the evaluation committee will depend on the total potential dollar value of the award and whether it is programmatic or administrative as determined by the Early Learning Coalition's Grant Committee.

Responses will be evaluated using the RFP Evaluation Forms, which contains two sections, Initial Screening (**Exhibit 2**), and Quantitative Evaluation Criteria (**Exhibit 3**). The initial screening consists of a series of pass or fail questions that ensure respondents meet certain compliance items. Responses that are incomplete or do not satisfactorily address each and every requirement may be disqualified. The second portion, Quantitative Evaluation Criteria is based on the Minimum Programmatic Requirements set forth in Section 3 below and assigns a maximum point value to a series of questions that ensure the respondents have satisfactorily addressed each and all requirements. Responses submitted by Proposer must be concise and comply with the RFP page limit requirements of 10 pages. Proposer will be judged based on overall percentage achieved.

The evaluation process is designed to assess the Proposer's ability to meet the Early Learning Coalition requirements and to identify the Proposer likely to satisfy those requirements. The evaluation process will be conducted in a thorough and impartial manner at a proposal evaluation committee meeting held according to Ch. 286, F.S. Proposers are advised to periodically check the Early Learning Coalition website calendar www.elcnwf.org for the scheduled date, time, and location of this session, should changes occur. Proposers should also reference **Appendix "A"**, which contains a list of the currently scheduled events in connection with this RFP.

Subsequent to the end of the evaluation process, the proposal evaluation committee will rate Proposers, who in their judgment, best meet the needs and requirements of the Early Learning Coalition. While price is an important factor in selecting Proposer(s) for an award, other factors in the competitive process will be considered and may take precedence over price. Those factors may include, but are not limited to, the following: quality of service offered, operating characteristics, technical innovations, administrative capability, previous experience in providing the same or similar services, and the ability to achieve the deliverables as specified in Section 3.4.

The Early Learning Coalition's Board of Directors, in their sole discretion, may elect not to award a Contract to any Proposer under this RFP. Proposer(s) may be selected for further evaluation in the context of an oral presentation, in-person interview, conference calls, or a combination of the foregoing. References may be checked and background checks may be performed to verify information submitted in the Proposals.

SECTION 3: MINIMUM PROGRAMMATIC REQUIREMENTS

3.1 General Statement of Services to be Provided

Purpose

The Coalition intends to provide books and book bundles to support early learning programs within the Coalitions seven county service area. Books interested in purchasing include but are not limited to:

- Social/Emotional Development
- Character Development Books
- Teacher Resource Books
- Board Books
- Picture Books
- Alphabet Books
- Interactive Books
- Puzzle Books
- Any other age-appropriate titles as identified by the Coalition

Pre-made book bundles for easy distribution to providers is preferable. Request for Proposal (RFP) is needed to secure one or multiple vendors to secure items listed above to support providers by providing age-appropriate books for each classroom.

3.2 Specifications

Within a maximum of 10 pages each proposer will respond and describe a plan to meet the following:

- Previous experience providing quality books for nonprofit organizations; including any issues and resolutions on final outcomes.
- Warehouse specifications and capacity.
- Evidence to support durability, longevity and quality of products and materials listed in the proposal. Submitted evidence must include details specifying longevity (in years) of products by citing previous experience, data from the

manufacturer or a combination of both.

- Access to full vendor catalog is required. Prices must include all shipping and handling.
- a. Provide and identify the account contact for the duration of the contract term
 - b. Provide Early Learning Coalition with duplicate packing slips as items are shipped to providers.
 - c. For Early Learning Coalition tracking purposes, provide a “Bill of Lading” which includes Purchase Order (PO) number.
 - d. **Drop Ship items:** Drop ship items by 4:00 pm (CST) to the designated shipping location; signature required by recipient. All items, including shelving, cribs and other large items should be delivered into the center or family home. Inside delivery required. Vendors should provide a ‘default plan’ for providers who will inevitably be told by freight companies that inside delivery is not available, such as a vendor telephone number.
 - e. **Shipping Charges:** NO Shipping charges. Prices should reflect delivery fee, if any.
 - f. **Proof of Delivery:** Proof of delivery of items to a provider’s center and/or family child care home must be provided to the Early Learning Coalition within twenty-one (21) days of receipt. All orders must be delivered to the respective providers.
 - g. **Discounts:** The best possible discount on materials should be submitted to Early Learning Coalition because of the potential in the volume of materials that will be purchased.
 - h. **Backorder items:** Early Learning Coalition will accept back orders within reason as long as a projected availability date is supplied and guaranteed.
 - i. **Return or Exchange of items:** Do not accept the return or exchange of any items by providers. Such transactions should be facilitated only by Early Learning Coalition.
 - j. **Damage Items:** If a provider contacts a vendor because of a damaged item, please direct them to the Early Learning Coalition. This is the only way to match any credits that may be received and also to ensure replacement with the same item. Early Learning Coalition will facilitate the exchange process.
 - k. **Purchase Orders:** Early Learning Coalition providers will not place their own orders.

Orders will be approved by the Early Learning Coalition staff; using a PO.

SECTION 4: INVOICING AND PAYMENT OF INVOICES

1. The Coalition intends to allow the selected Proposer to utilize their own invoice/form. All invoices and/or forms to be used during the Contract period must be approved by the Coalition.
2. Invoice approval for payment will occur only after the Contract deliverables have been received, verified, and accepted by the Coalition.
3. Scheduled payments will be based on Contract terms.
4. Invoices must include detailed supporting documentation of all amounts that are to be paid.

Timing of payment of invoices by the Early Learning Coalition to the Contractor and similar issues regarding payment is governed by s. 215.422, F.S.

SECTION 5: CONTRACT PROVISIONS

A draft of the Early Learning Coalition’s Core Contract, **Exhibit 13**, contains additional terms and conditions that will be required of the Contractor.

SECTION 6: INSTRUCTIONS TO PROPOSERS

6.1 Response Content

A completed Proposal **must** include the following items:

- (1) Application (**Appendix “B”**)
- (2) Title Page containing the following:
 - a. Early Learning Coalition of Northwest Florida, Inc.
 - b. Titled: **RFP for Early Childhood Books**
 - c. Request for Proposal Number: **RFP#ELCNWF 2021-04**
 - d. Proposer’s Name
- (3) **Proposal Responses**
Response should include:
 - a. Description of Proposer’s expertise in early childhood books.
 - b. Description of Proposer’s relevant work history in North Florida with non-profit organizations;

- c. Description of Proposer’s knowledge of the rules and regulations that govern non-profit funding;
 - d. Description of Proposer’s plan on how it will render the services requested described in Section 3.2
 - e. Description of the Proposer’s tools already in place that will be used to provide the services requested;
 - f. A current certificate of good standing issued by the Florida Department of State and Articles of Incorporation along with any other organizational documents sufficient for the purpose of the procurement.
 - g. A certificate of general liability insurance coverage listing the Early Learning Coalition as an additional named insured.
- (4)** Proposed Budget and budget narrative for each year of the Contract term.
 - (5)** Request for Acceptance of Contract Terms and Conditions Form (**Exhibit 1**)
 - (6)** Initial Screening of Fatal Flaws (**Exhibit 2**). **For Coalition use only.**
 - (7)** Quantitative Evaluation Criteria (**Exhibit 3**). **For Coalition use only.**
 - (8)** Request for Proposal Acknowledgement Form (**Exhibit 4**)
 - (9)** Request for Non-Collusive Affidavit (**Exhibit 5**)
 - (10)** Request for Statement of Non-Involvement Form (**Exhibit 6**)
 - (11)** Request for Certification Regarding Debarment, Suspension and Other Responsibility Matters Primary Covered Transaction Form (**Exhibit 7**)
 - (12)** Sworn Statement Pursuant to s 287.133(3)(a), F.S., on Public Entity Crimes Form (**Exhibit 8**)
 - (13)** Request for Non-Discrimination Statement Form (**Exhibit 9**)
 - (14)** Request for Certification Regarding Lobbying Form (**Exhibit 10**)
 - (15)** Request for Certification Regarding Drug-Free Workplace Form (**Exhibit 11**)
 - (16)** Request for Financial and Compliance Audit Requirements (**Exhibit 12**)

(17) Articles of Incorporation/Organization

(18) Good Standing Certificate issued by the Florida Department of State

6.2 Format

Respondent(s) shall submit to the Early Learning Coalition an original and a **single USB storage device containing an electronic copy of their response in PDF format and viewable in Adobe Acrobat Reader.** Each original and copy of the application and supporting documents should have the name of the agency, the program name, and the designation “original” or “copy” clearly marked on each outside cover. Each original or copy shall be bound separately and clearly referenced. The originals and all copies should then be securely sealed in an envelope or other container and clearly labeled “**Application for Early Childhood Books RFP,**” with the individual program name and submitting agency on the front.

To be considered for evaluation, a respondent’s response must conform to the content and format requirements described herein. Responses must be double-spaced, in twelve (12) point font type on 8.5x11 white paper, with tabbed sections and in sealed envelopes.

All sections, including Application must have consecutive page numbers, beginning with the Application (**Appendix “B”**). Include a standard Table of Contents adding the appropriate page numbers for each section. Page numbering may be done by hand if needed. All response material must be placed in the order outlined. All supporting documents must directly relate to the Application being submitted.

Electronic signatures will be accepted.

6.3 Submission

Proposals must be received by the Early Coalition of Northwest Florida, Inc., 4636 Hwy 90, Suite M, Marianna, FL 32446 on or before **October 25, 2021 by 1:00 p.m. CST (Coalition’s Clock Time)**. A Proposer that submits a Proposal by mail should allow sufficient mail handling time to ensure timely delivery of the Proposal to the Early Learning Coalition office. No Proposals will be accepted after the submission deadline. Submission by email or facsimile will not be accepted.

6.4 Trade Secrets

The Early Learning Coalition will attempt to afford protection from disclosure of any trade secret as defined in s. 812.081, F.S., where identified as such in the response to this RFP, to the extent permitted under s. 815.04, F.S. Any prospective vendor or Proposer acknowledges, however, that

the protection afforded by s. 815.04, F.S., is incomplete and it is hereby agreed by the Proposer and the Early Learning Coalition that no right or remedy for damages arises from any disclosure.

6.5 Cost of Preparation of Proposal

The Early Learning Coalition shall not be liable for any costs incurred by a Proposer in responding to this RFP.

6.6 Other Required Information

All Proposers must comply with section 274A of the Immigration and Naturalization Act. Such violation shall cause for rejection of the Proposal, or if subsequently discovered, for unilateral cancellation of the Contract.

APPENDIX "A"
RFP # ELCNWF 2021-04
Early Childhood Books

APPLICATION TIMETABLE / IMPORTANT DATES *

| ACTIVITY | DATE | TIME | ADDRESS |
|--|-------------------------|----------------------|---|
| Release of RFP for Early Childhood Books RFP# ELCNWF 2021-04 | September 22, 2021 | N/A | Notice of RFP posted on the ELC website. |
| All written inquiries to be received | October 14, 2021 | 12:00 PM (CST) | Early Learning Coalition of Northwest Florida 4636 HWY 90 Suite M Marianna, FL 32446 OR Chelsea.ranew@elcnwf.org |
| Early Learning Coalition's response to inquiries | October 14, 2021 | 5:00 PM (CST) | Responses to Inquiries posted on ELC website. |
| Sealed Applications must be received | October 25, 2021 | 1:00 PM (CST) | Early Learning Coalition of Northwest Florida 4636 HWY 90 Suite M Marianna, FL 32446 OR Chelsea.ranew@elcnwf.org |
| Initial opening of Applications | October 25, 2021 | 1:01 pm (CST) | Early Learning Coalition of Northwest Florida 4636 HWY 90 Suite M Marianna, FL 32446 |
| First Meeting of the Evaluation Committee | October 26, 2021 | TBD | Early Learning Coalition of Northwest Florida 4636 HWY 90 Suite M |

| | | | |
|--|--------------------------------|--------------|---|
| | | | Marianna, FL 32446 |
| Proposal Review period for Evaluation Committee | October 26-28, 2021 | N/A | Early Learning Coalition of Northwest Florida 4636 HWY 90 Suite M Marianna, FL 32446 |
| Meeting with Evaluation Committee to compile, review and finalize results | October 29, 2021 | TBD | Early Learning Coalition of Northwest Florida 4636 HWY 90 Suite M Marianna, FL 32446 |
| Early Learning Coalition's Board Committee review and approval of Evaluation Committee recommendations | November 10, 2021 | 8:00am (CST) | Early Learning Coalition of Northwest Florida 4636 HWY 90 Suite M Marianna, FL 32446 |
| Posting of Notice of Award | TBD | TBD | Contract Award posted on ELC website. |
| Initiation of Contract Negotiations | TBD | N/A | TBD |
| Effective Date of Contract | On or before November 30, 2021 | N/A | N/A |
| * All dates and events are subject to change at the discretion of the Early Learning Coalition. | | | |

APPENDIX "B"

APPLICATION

Early Learning Coalition Northwest Florida Application Form

RFP # ELCNWF 2021-04

Early Childhood Books

Agency Name: _____

Agency Unit (if applicable): _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Mailing Address (if different): _____

City: _____ **State:** _____ **Zip Code:** _____

Agency Telephone: _____ **Fax Number:** _____

Agency Email Address: _____ **Website Address:** _____

Type of Applicant: **Private, Not-for-Profit Corporation** **Private, For-Profit Corporation**
_____ _____ _____

 Public, Govt. **Other (specify):** _____
_____ _____

Federal I.D. #: _____ **Date Agency Established (mo/yr):** _____

Current Annual Agency Budget: \$ _____ **Fiscal Year End (month):** _____

Program/Service Name: _____

Total Amount Requested
(sum of budget requests for all Areas shown in this
Application): _____

Name/Position of Person Completing
Application: _____

Email _____ **Phone** _____
Address: _____ **:** _____

Executive _____ **Phone** _____
Director/CEO: _____ **:** _____

Email: _____ **Fax:** _____

Chief Financial Officer _____ **Phone** _____
(If Applicable): _____ **:** _____

Email: _____ **Fax:** _____

Board
President (If
Applicable): _____

Title: _____ **Company:** _____

Mailing
Address: _____

City: _____ **State** _____ **Zip** _____
_____ **:** _____ **Code:** _____

Telephone: _____ Fax
Number: _____

Email Address: _____

Contact Person Responsible for
Program/Service: _____

Title: _____ Email
Address: _____

Program/Service
Address: _____

City: _____ State: _____ Zip
Code: _____

Telephone: _____ Fax Number: _____

Public Relations
Contact: _____ Phone: _____

Email: _____ Fax Number: _____

Applicant
is: (mark
one) _____ an Existing ELCNWF funded Provider
_____ a New Provider (not previously funded by ELCNWF)

APPENDIX “C”
RFP # ELCNWF 2021-04
Early Childhood Books

VENDOR SPREADSHEET FOR BOOKS

| Package Letter/Name | | | | | | |
|---------------------|-------------|------------------|--------------------|-------|-------|------------------------|
| Item Name | Item Number | Item Description | Quantity | Price | Total | Additional Information |
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EXHIBIT 1
RFP # ELCNWF 2021-04
Early Childhood Books

ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

If the undersigned shall be awarded this contract, the undersigned shall comply with all the terms and conditions specified in the RFP.

Signature of Authorized Official

Date

Name (Print)

Name of Company

*An authorized official is an officer of the Company who has the legal authority to bind the Company to the provisions of this Request for Proposal. This usually is the President, Chairman or the Board, Executive Director, or owner of the entity. A document establishing delegated authority shall be included with the proposal if signed by someone other than the President, Chairman, Executive Director, or own

Exhibit 2
RFP # ELCNWF 2021-04
Early Childhood Books

FOR COALITION USE ONLY

Evaluation Committee
Initial Screening of Fatal Flaws and Quantitative Evaluation Criteria

1. Was the response received by the date and time specified in the solicitation?
 Pass (Yes) Fail (No)
2. Does the response provide the vendor's federal tax identification number (**Appendix "B"**)?
 Pass (Yes) Fail (No)
3. Did the proposer provide a vendor catalog with submitted proposal?
 Pass (Yes) Fail (No)
4. Does the response contain a signed and dated Acceptance of Contract Terms and Conditions (**Exhibit 1**)?
 Pass (Yes) Fail (No)
5. Does the response contain a signed and dated Proposal Acknowledgement Form (**Exhibit 4**)?
 Pass (Yes) Fail (No)
6. Does the response contain a signed and dated Non-Collusive Affidavit Form (**Exhibit 5**)?
 Pass (Yes) Fail (No)
7. Does the response contain a signed and dated Statement of No Involvement (**Exhibit 6**)?
 Pass (Yes) Fail (No)
8. Does the response contain a signed and dated Certification Regarding Debarment, Suspension, and other Responsibility Matters Primary Covered Transaction (**Exhibit 7**)?
 Pass (Yes) Fail (No)
9. Does the response contain a signed Sworn Statement Pursuant to s. 287.133(3)(a), F.S., on public entity crimes (**Exhibit 8**)?
 Pass (Yes) Fail (No)

10. Does the response contain a signed and dated Non-Discrimination Statement (**Exhibit 9**)?
○ Pass (Yes) Fail (No)
11. Does the response contain a signed and dated Certification Regarding Lobbying (**Exhibit 10**)?
○ Pass (Yes) Fail (No)
12. Does the response contain a signed and dated Certification Regarding Drug-Free Workplace (**Exhibit 11**)?
○ Pass (Yes) Fail (No)
13. Does the response contain a Financial and Compliance Audit Requirements Form (**Exhibit 12**)?
○ Pass (Yes) Fail (No)
14. Does the response provide the Articles of Incorporation?
○ Pass (Yes) Fail (No)

EXHIBIT 3
RFP # ELCNWF 2021-04
Early Childhood Books

FOR COALITION USE ONLY

Evaluation Committee
Quantitative Evaluation Criteria

Scoring Responses: Each evaluator is to assign a raw score for each evaluation criteria based upon his/her assessment of the solicitation response. The assignment of any individual score should be based upon the factors described below.

| Scoring Factors – Specifications | 100 Points |
|--|-------------------|
| 1. Description includes overview of company including date established, customer base, experience with non-profit purchasing requirements and types of materials carried | 30 |
| 2. The Proposer includes evidence to support durability, longevity and quality of products and materials listed in the proposal. | 20 |
| 4. The proposer provides a full vendor catalog with each submitted proposal package | 20 |
| 5. The proposer provides book “bundle” options for program activity as described in RFP | 15 |
| 6. All pricing provided reflect applicable discounts | 10 |
| 7. Proposer identifies direct account contact for the duration of the contract term | 5 |
| TOTAL POINTS | 100 |

EXHIBIT 4
RFP # ELCNWF 2021-04
Early Childhood Books

REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM

Proposer Name

Proposer Mailing Address

City

State

Zip Code

Point of Contact

Title

Telephone Number

Fax Number

Email Address

Website Address

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same material, supplies, equipment or services and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify 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. **THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE EARLY LEARNING COALITION MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.**

Typed Name and Title

Signature

Date

EXHIBIT 5
RFP # ELCNWF 2021-04
Early Childhood Books

NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn deposes and says that:

He/she is the (Owner, Partner, Officer, Representative or Agent) of the Proposer that has submitted the attached Proposal;

He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any Proposer, firm or person to fix the price or prices in the attached Proposal or any other Proposal or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: _____

Name: _____

Its: _____

SWORN TO and subscribed before me this _____ day of _____, 2021, by
_____ who is personally known to me or who
produced his/her _____ as identification.

Notary Public - State of _____
My commission expires: _____

Printed type of stamp

EXHIBIT 6
RFP # ELCNWF 2021-04
Early Childhood Books

STATEMENT OF NO INVOLVEMENT

I, _____, as an authorized representative of _____, certify that no member of this firm or any person having interest in this firm has been:

Awarded a contract by the Early Learning Coalition of Northwest Florida, on a noncompetitive basis to perform a feasibility study concerning the scope of work contained in this solicitation, or participated in drafting this solicitation.

Typed Name of Authorized Official: _____

Title of Authorized Official: _____

Signature of Authorized Official _____

Date Signed: _____

EXHIBIT 7
RFP # ELCNWF 2021-04
Early Childhood Books

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

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

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Federal department or agency;
 - (b) Have not within a three-year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicated for, or otherwise criminally or civilly changed by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Name of Company

Signature

Date

EXHIBIT 8
RFP # ELCNWF 2021-04
Early Childhood Books

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by _____ for _____, whose business address is and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(a), Florida Statutes, means a violation of any state and federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or Contract for goods and services to be provided to any public entity or any agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understanding the “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statues, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of recording relating to charges brought by indictment or information after July 1, 1989, as result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” included those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding Contract and which bids or applies to bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement, {Please indicate which statement applies}

___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. And (Please indicate which additional statement applies).

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

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charges with and convicted of a public entity crime within the past 36 months. However, there has been a

subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

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

Name and Title of Authorized Representative

Signature

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this _____ day of _____, 2021, by _____ who is personally known to me or who produced his/her _____ as identification.

Notary Public - State of Florida
My commission expires: _____

Printed type of stamp

EXHIBIT 9
RFP # ELCNWF 2021-04
Early Childhood Books

NON-DISCRIMINATION STATEMENT

Public Law 105-220, Sec. 188 Nondiscrimination (a) *In General*

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

(5) Prohibition on discrimination against certain noncitizens. Participation in programs and activities or receiving funds under this chapter shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

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

Name and Title of Authorized Representative

Signature

Date

Name of Company

EXHIBIT 10
RFP # ELCNWF 2021-04
Early Childhood Books

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

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

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name and Title of Authorized Representative

Name of Company

Signature

Date

EXHIBIT 11
RFP # ELCNWF 2021-04
Early Childhood Books

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F and 45 CFR part 82.

I, _____, the undersigned, in representation of _____, the Provider, attest and certify that the Provider will provide a drug-free workplace, by the following actions.

- A. Publishing a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Provider's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining of drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph A.
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the Agreement, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant officer on whose grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected Contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 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.
 - 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.

CERTIFICATION

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

Name and Title of Authorized Representative

Name of Company

Signature

Date

EXHIBIT 12
RFP # ELCNWF 2021-04
Early Childhood Books

FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

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

PART I: FEDERAL REQUIREMENTS

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

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a non-state entity as defined by Section

215.97(2)(m), Florida Statutes.

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor, the Chief Financial Officer and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, 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.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

Name and Title of Authorized Representative

Name of Company

Signature

Date

ATTACHMENT 1
Scope of Work

To be added after Contract negotiations

ATTACHMENT 2
INVOICES

1. The Coalition intends to allow the selected Proposer to utilize their own invoice/form. All invoices and/or forms to be used during the Contract period must be approved by the Coalition.
2. Invoice approval for payment only after Contract deliverables have been received, verified, and accepted by the Coalition.
3. Scheduled payments will be based on Contract terms
4. Invoices must include detailed supporting documentation of all amounts that are to be reimbursed.

**ATTACHMENT 3
TAX EXEMPT CERTIFICATE**

03/09/21



Consumer's Certificate of Exemption
Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

| | | | |
|--|------------------------------|-------------------------------|--|
| Certificate Number 85-8013590838C-8 | Effective Date 04/30/2021 | Expiration Date 04/30/2026 | Exemption Category 501(C)(3) ORGANIZATION |
|--|------------------------------|-------------------------------|--|

This certifies that

EARLY LEARNING COALITION OF
NORTHWESTFLORIDA INC
703 W 15TH ST STE A
PANAMA CITY FL 32401-2238

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

ATTACHMENT 4
IRS Form W-9

| | | | | | | | | | | | | | | | |
|--|--|---|---|--|--------|--|--|--|-----------|---------------------------------------|--|--|--|--|--|
| <p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p> | <p>Request for Taxpayer Identification Number and Certification</p> <p>► Go to www.irs.gov/FormW9 for instructions and the latest information.</p> | <p>Give Form to the requester. Do not send to the IRS.</p> | | | | | | | | | | | | | |
| <p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> | | | | | | | | | | | | | | | |
| <p>2 Business name/disregarded entity name, if different from above</p> | | | | | | | | | | | | | | | |
| <p>Print or type. See Specific Instructions on page 3.</p> | <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ► _____</p> | | <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> | | | | | | | | | | | | |
| | <p>5 Address (number, street, and apt. or suite no.) See instructions.</p> | | <p>Requester's name and address (optional)</p> | | | | | | | | | | | | |
| | <p>6 City, state, and ZIP code</p> | | | | | | | | | | | | | | |
| | <p>7 List account number(s) here (optional)</p> | | | | | | | | | | | | | | |
| <p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p> | | | | | | | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;"> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> </tr> </table> </td> </tr> <tr> <td style="text-align: center;">OR</td> </tr> <tr> <td style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> </tr> </table> </td> </tr> </table> | | | Social security number | <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> </tr> </table> | | | | | OR | Employer identification number | <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> </tr> </table> | | | | |
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| OR | | | | | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | |
| <p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p> | | | | | | | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">Sign Here</td> <td style="width:50%;">Signature of U.S. person ►</td> <td style="width:25%;">Date ►</td> </tr> </table> | | | Sign Here | Signature of U.S. person ► | Date ► | | | | | | | | | | |
| Sign Here | Signature of U.S. person ► | Date ► | | | | | | | | | | | | | |
| <p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:</p> <ul style="list-style-type: none"> Form 1099-INT (interest earned or paid) Form 1099-DIV (dividends, including those from stocks or mutual funds) Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions) Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) Form 1099-C (canceled debt) Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p> | | | | | | | | | | | | | | | |
| <p>Cat. No. 10231X Form W-9 (Rev. 10-2018)</p> | | | | | | | | | | | | | | | |

**Attachment 5:
Certifications and Assurances**

AS THE PROPOSER'S DULY AUTHORIZED REPRESENTATIVE, I ASSURE THE PROPOSER WILL COMPLY WITH THE FOLLOWING:

1. "The Transparency Act" (as defined in 2 CFR Part 170)
HHS now requires this program award to adhere to the Transparency Act's Sub-award and Executive Compensation reporting requirements (as 2 CFR Part 170 defines). Under the Transparency Act, the Contractor must report all sub- awards (as 2 CFR Part 170 defines) more than \$25,000, unless exempted. Please see the Award Term for Federal Financial Accountability and Transparency Act at the HHS ACF website.
2. Other Assurances -Miscellaneous/General Disclosure"
 - 1.1 Use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida DOE, the Florida DFS and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
 - 1.2 Cause the required financial and compliance audits to be performed in accordance with the Single Audit Act Amendments of 1996 and 2 CFR §200 Subpart F, *Audit Requirements*, and/or s. 215.97, F.S., Florida Single Audit Act, as applicable.
 - 1.3 Establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
 - 1.4 Initiate and complete the work within the applicable time frame after receiving the Contract.
 - 1.5 Administer each program covered by this Contract in accordance with all applicable laws, regulations, statutes, rules, policies, procedures and program requirements governing the program(s).
 - 1.6 Comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.
 - 1.7 Submit such reports as described in this Contract. The Contractor will maintain such fiscal and programmatic records and provide access to those records, as necessary, for those departments to perform their duties.
 - 1.8 Have/establish and maintain a proper accounting system in accordance with generally accepted accounting standards.
 - 1.9 Not expend funds under the applicable program to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.
 - 1.10 Comply with the requirements in 2 CFR part 376, Non-procurement, Debarment and Suspension.
 - 1.11 Comply with all state and federal requirements, as applicable, for internal controls to ensure compliance with federal and state statutes, regulations, and terms and conditions of the award.
 - 2.12 Comply with Florida's Government-in-the-Sunshine Law (Chapter 286, F.S.), that

provides a right of access to meeting of boards, commissions and other governing bodies of state and local governmental agencies or authorities.

- 2.13 If applicable, after timely and meaningful consultation, provide the opportunity for children enrolled in private, non-profit schools, and the educational personnel of such schools, equitable participation in the activities and services provided by these federal funds, and will notify the officials of the private schools of said opportunity. (Educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal [consistent with the number of children to be served to expenditures for programs of children enrolled in the public schools of the local educational agency.]
- 2.14 Agree for any agreement-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, to treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively. Marriage is between two individuals validly entered into in the jurisdiction where performed. This does not apply to registered domestic partnerships, civil unions or similar formal relations recognized under state law as something other than marriage. (For further detail, see Section 3 of the Defense of Marriage Act, codified at U.S.C. 7).
- 2.15 Not use federal funds awarded under this Contract to be used for construction or the purchase of land.

3. Restrictions on Funding ACORN

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

4. Immigration Status

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

5. Standards of Conduct

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

6. Clean Air Act and Federal Water Pollution Control Act

Pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, if the aggregated amount of funds

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

7. Conflicts of Interest

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

7.1.1 If the Contractor has a parent, affiliate or subsidiary organization that is not a state or local government, the Contractor must also maintain written standards of conduct covering organization conflicts of interest.

7.1.2 Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Contractor is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

7.1.3 The Contractor's written standards of conduct must also address the performance of employees engaged in the selection, award and administration of contracts.

8 Related Party Contracts

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

8.1.1 Any governing board member(s) benefitting from Contractor contract(s) must disclose in advance the conflict of interest and must abstain from the vote process.

8.1.2 The impacted individual must complete the necessary conflict of interest disclosure forms.

8.1.3 The Contractor shall present all such contracts to the governing board for a vote. A valid approval requires two-thirds vote of the Contractor's board, a quorum must be established.

8.1.4 The Contractor shall not enter into or execute a contract in excess of \$25,000 with a member of the governing board or relative of a board member without Coalition's prior approval.

8.1.5 The Contractor does not have to obtain Coalition's prior approval for contracts below \$25,000.

8.1.6 However, the Contractor must adequately disclose and properly report and track such contract activity.

8.1.7 The Contractor shall report such contracts to the Coalition within 30 days after receiving approval from the governing board.

9. Contract Work Hours and Safety Standards Act

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

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

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

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

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

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

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

12 Equal Employment Opportunity (EEO)

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

13 Procurement of Recovered Materials

- 13.1 Pursuant to 2 CFR §200.317, Procurements by states, and 200.322, Procurement of recovered materials, the Contractor will comply with the following requirements of section 6002 of the Solid Waste Disposal Act.
- 13.2 Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
- 13.3 Procure solid waste management services in a manner that maximizes energy and resource recovery; and

13.4 Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines

Procurement Guidelines

website,

<https://www.epa.gov/smm/comprehensive-procurementr-guideline-cpg-program>.

The list of EPA-designated items is available at

<https://www.epa.gov/greenerproducts/identify-greener-products-and-services>.

13.5 In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in the Environmental Protection Agency (EPA) guidelines at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion unless the Contractor determines that such items:

13.5.1 Are not reasonably available in a reasonable period of time;

13.5.2 Fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or

13.5.3 Are only available at an unreasonable price.

13.6 Paragraph 13.5 of this clause shall apply to items purchased under this Contract where:

13.6.1 The Contractor purchases in excess of \$10,000 of the item under this Contract; or

13.6.2 During the preceding Federal fiscal year, the Contractor:

(1) purchased any amount of the items for use under a contract that was funded with federal appropriations and was with a federal agency or a state agency or agency of a political subdivision of a state; and

(2) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

14 Procurements and Other Purchases

The Contractor must comply with federal/state procurement requirements. State procurement instructions are described in ss. 215.971, 287.057, and 287.055, F.S. The Contractor must have documented procurement policies and procedures that meet the minimum requirements of federal rules and regulations which are located at 2 CFR §200.317-200.326.

15 Purchase of American-made Equipment and Products

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

16 Reporting of Matters Related to Recipient Integrity and Performance

Unless exempt from these requirements per OMB guidance at [2 CFR Appendix XII, Part 200](#), the Contractor shall maintain current information reported to the System for Award Management (SAM) as described below. Portions of these data disclosures about civil, criminal or administrative proceedings are also made available in the Federal Awardee Performance and Integrity Information System (FAPIIS) and the Coalition is required to review and consider this and other publicly available information to evaluate/review risk related to the Contractor’s integrity, business ethics, and record of performance under federal awards in accordance with 45 CFR §75.331(b) (also 2 CFR §200.331(b)), Requirements for pass-through entities.

17 System for Award Management (SAM)

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

17.1 Be registered in SAM prior to entering into this Contract or submitting an application or proposal by a federal awarding agency.

SAM information can be found at:

[https://www.sam.gov/portal/public/SAM/.](https://www.sam.gov/portal/public/SAM/)

17.2 Maintain an active SAM registration with current information at all times during which it has an active federal award or an application or proposal under consideration by a federal awarding agency, and

17.3 Provide a valid unique entity identifier in its application (e.g., provide its DUNS number in each application or proposal it submits to the agency). Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities

18 Trafficking Victims Protection Act of 2000 – (TVPA)

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

19 Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency contained in the State of Florida’s Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

20 Assurances - Non-construction Programs

Required by OMB Standard Form SF 424 B.

Note – Certain of these assurances may not be applicable to the Contractor.

Please contact the Coalition with questions.

21 Assurances - Construction Programs

Required by OMB Standard Form SF 424 D.

Note – Certain of these assurances may not be applicable to the Contractor.

Please contact the Coalition with questions.

By the signature on this page, the Proposer assures that it will comply with the above assurances and provisions in the performance of services under any Contract award resulting from this RFP.

Signature of Authorized Representative

Date

Name (Print)

Title (Print)

END OF PROPOSAL PACKAGE

RFP #ELCNWF 2021-04