



Uniform Guidance Request for Proposal for Facility/Office Space Lease

For the period of

Dates Available: **October 5, 2018 – October 31, 2018**

Closing Date and Time: **October 31, 2018 at 4:00 PM**

Inquiries and proposals should be directed to:

Melissa Moisa
Contract Coordinator
Early Learning Coalition of Polk County
115 South Missouri Avenue, Suite 501
Lakeland, FL 33815
(863) 733-9064

ContractManager@elcpolk.org

Table of Contents

Section I – Introduction	Page
Introduction	3
Background	3
Statement of Purpose	3
Prohibition of Lobbying	3
Conflict of Interest	4
Public Information	4
Right to Reject Proposals and Waive Informalities	4
Section II - Proposal	
Facility Specifications	4
Facility Information Requested	6
General Information	6
Primary Point of Contact	7
Work Papers	7
Section III – Selection Method and Instructions	
Bidding Instructions	7
Application Timetable	7
Evaluation Process	7
Proposed Contract Terms and Administrative Rules	7
Section IV – Terms, Conditions, and Other Requirements	
Federal and State Tax	8
Legal Requirements	8
Agreement	8
Trade Secrets	9
ATTACHMENT A- Letter of Certification	10
ATTACHMENT B- Conflict of Interest Questionnaire	10
ATTACHMENT C- Certificate and Assurances	10

SECTION I – INTRODUCTION

1.1 Introduction

The Early Learning Coalition of Polk County (the Coalition) invites qualified property management companies to submit proposals for properties, office spaces, on a gross basis to lease in the Winter Haven area that would be suitable for the Early Learning Coalition of Polk County. The lease would commence on April 1, 2019 for a period of five (5) years, renewable. In order to be considered, written proposals using the format described herein must be received by 4:00 P.M. Eastern Standard Time on October 31, 2018, at the Early Learning Coalition of Polk County office at 115 S. Missouri Ave., Suite 501 Lakeland, FL 33815.

1.2 Background

In 1999, the Florida Legislature passed the School Readiness Act. The Act created the Florida Partnership for School Readiness. In addition, the Act called for the creation of local school readiness coalitions whose goals were to improve the readiness of children when they enter school.

With specific membership designated by Florida Statutes, 57 school readiness coalitions were formed throughout the state covering all 67 counties.

In 2001, the Florida Partnership for School Readiness was transferred from the Executive Office of the Governor to the Agency for Workforce Innovation for administrative purposes. The funds for the Pre-Kindergarten, subsidized Child Care, Even Start, First Start, Migrant Pre-Kindergarten, and other programs were managed by the Agency for Workforce Innovation and distributed through the local coalition.

In early 2005, the State passed Voluntary Pre-Kindergarten (VPK) legislation, which placed local responsibility for the VPK program with the local school readiness coalitions. The coalitions have been renamed “Early Learning Coalitions” to reflect their greater role in meeting the early care and education needs of children and their families. To date, through the merging of Coalitions, there are now 30 Early Learning Coalitions throughout the state. Coalitions now fall under the direction and funding of Florida’s Office of Early Learning (FOEL), a part of the Florida Department of Education.

The Coalition is charged with assessing the early care and education resources available in our community and developing local plans to address identified needs of children and their families. The Early Learning Coalition of Polk County plans, funds and administers a system of services designed to help ensure that children are ready for school when they enter kindergarten. In addition, the Coalition helps give parents support services to enable them to be stable and strong.

The Coalition’s budget for School Readiness and VPK combined is over \$30 million. We normally have between 400 and 500 active providers. This budget is funded by a mix of federal, state and local grants. The Coalition is charged with using this funding effectively and efficiently to achieve program goals.

1.3 Statement of Purpose

The objective of this Request for Proposal (“RFP”) is to identify a qualified property management companies with available properties to lease in the Winter Haven area that would be suitable for the services of the Early Learning Coalition of Polk County as described above. The lease would commence on April 1, 2019 for a period of five (5) years, renewable.

1.4 Prohibition of Lobbying

Any company or lobbyist, paid or unpaid, for a company is prohibited from having any private communication concerning the procurement process or any response to the procurement process with any Coalition Board

Member, the Chief Executive Officer, or any employee of the Coalition after the issuance of this RFP and until completion of the contract award. A proposal from any organization will be disqualified when the company (or a lobbyist, paid or unpaid, for the company) violates this condition of the procurement process.

1.5 Conflict of Interest

All companies must disclose in their Letter of Certification the name of any officer, director or agent who is also a Coalition employee. All companies must disclose the name of any Coalition employee who owns, directly or indirectly, any interest in the company's business or any of its branches. All companies must disclose any business relationships or family relations with any officer, board member, subcontractor, or employee of the Coalition.

1.6 Public Information

All submitted proposals and included or attached information shall become public record upon their delivery to the Coalition in accordance with Chapter 119, Florida Statutes. The contact person with respect to any or all aspects of this RFP is Melissa Moisa, Contract Coordinator and she can be reached via e-mail at ContractManager@elcpolk.org.

1.7 Right to Reject Proposals and Waive Non-Material Irregularities

The Coalition reserves the right to accept or reject any or all proposals, waive any irregularities and technicalities contained therein, and may, at its sole discretion request a clarification of other information to evaluate any or all proposals. Contractors may be required to submit evidence of qualifications or any other information as the Coalition may deem necessary.

SECTION II – PROPOSAL

2.1 Facility Specifications

The Coalition is looking for office space to lease in Polk County near the Winter Haven area that would be suitable for the housing of Coalition personnel in the administrative provision of Early Learning services. This section provides the required and preferred specifications for a facility to be leased by the Coalition. This section also provides the instruction for all the elements that need to be included in the Proposal.

In the event that the appropriate federal, state, municipal and/or county agency(ies) fail to renew or substantially reduce (as defined by reduction in funding of ten (10) percent) the funding for the Early Learning Coalition of Polk County, Tenant agrees to provide documentation of the diminution of funds to Landlord, and Landlord agrees to reduce the rent based on the space occupied pro-rata. However, if the amount of funds received from the appropriate agencies is so small as to make it impractical for the Early Learning Coalition of Polk County to continue to operate services at the demised premises, then Landlord agrees this Lease may be cancelled and declared null and void. At such time, the security deposit shall be forfeited to Landlord. This clause shall supersede all other terms and covenants in the Lease Agreement. The Coalition's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. The Coalition may terminate the Lease upon no less than thirty (30) days written notice to the Landlord for lack of availability or adequacy of funds. Termination of the Lease under this subsection shall not relieve the Coalition of its obligation to pay any amounts then due to Landlord up to the date of termination.

Please provide a detailed narrative describing how the proposed facility would meet the Required Needs and meet many, if not all, of the Preferred Needs

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

- 1) Must be located in Polk County, Winter Haven area,
- 2) Must be located on or within a short walking distance of a bus route;
- 3) Structurally sound building(s) that is safe during severe weather.
- 4) Building access to high-speed fiber internet service;
- 5) Individual offices cabled for phone and data;
- 6) An HVAC system that can maintain a room temperature between 65 and 82 degrees;
- 7) Lights that maintain respectable lighting to maintain working atmosphere
- 8) Lighted parking for approx. 40-70 vehicles at a given time;
- 9) Secure entrance/exits
- 10) Plumbing to accommodate a water supply/waste disposal for employee break area;
- 11) Available bathroom facilities that meet all ADA rules and regulations;
- 12) Electrical service to accommodate microwaves, refrigerators, outlets for computers, etc.;
- 13) Entire facility is ADA compliant
- 14) Coalition Specific Space Needs
 - a) Approximately 7,000 square feet that can be subdivided by:
 - i. Approximately Twenty (20) rooms for offices (minimum 10 x 12 square feet for each office);
 - ii. Enclosed storage area with lock to house educational materials, Coalition records, office supplies, etc. (approx. 1,000 square feet – may be divided into 3 or more spaces);
 - iii. Small lobby area with space no less than 12 x 15 square feet;
 - iv. Areas for copy machine, office supply materials access, etc.;
 - v. Lobby area/child play area including computer access space for client needs and area for children to play (minimum 312 square feet);
 - vi. Computer Server room with dedicated A/C (minimum 100 square feet);
 - vii. A client restroom facility located near the lobby;
 - viii. Conference room to hold Coalition board meetings, provider trainings, etc. (approximately 30-40 people);
 - ix. Break Room/Kitchen space – seating for Coalition staff;
 - x. Employee restroom facilities;
 - xi. Small conference room area to hold small meetings;
 - xii. Square footage price below \$11.00;
 - xiii. Utilities included in rent; and
 - xiv. No additional charge for CAM

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

b) Preferred Needs

- i. 24/7 Access to facility;
- ii. City or county sewer; not septic;
- iii. An existing fire alarm system;
- iv. Additional space at no cost to tenant (storage or meeting space, etc.);

- v. Close proximity to emergency services;
- vi. One (1) additional renewal option of five (5) years;
- vii. Rent suspension during renovation prior to projected opening;
- viii. Build out allowance to meet specifications; and
- ix. Tenant improvement allowance.

2.2 Facility Information Requested

Please provide the following:

- A. Building address
- B. Proposed monthly rent (total square footage and square footage rate) and all other ancillary costs the Coalition would be expected to pay;
- C. Diagram of the entire building to scale, including available parking;
- D. Detailed floor plan to scale of proposed usage areas within the building including square footage of each area and each room. Include existing bathrooms, sinks, entrance/exit doors, windows, etc.;
- E. Photos of exterior, including front, rear, side views, parking, outside area;
- F. Photos of interior, including proposed areas to be used, rooms that can be used for offices, storage, etc.; and
- G. List the age of the building and recent repairs, upgrades, replacements (roof, amperage service, HVAC system, etc.)

2.3 General Information

This section sets forth the manner in which the proposal is to be compiled. The Proposal shall be submitted in a sealed package to the Contract Manager:

Contract Manager

115 S. Missouri Ave, Suite 501

Lakeland, FL 33815

ContractManager@elcpolk.org

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

- 1)Section 2.1 – List of Proposer’s ability to meet required needs and meet preferred needs;
- 2)Section 2.2 – Location, rent, elevation, floor plans, photos, etc.; and
- 3)Attachments A,B, and C– Required Signed Documents and Certifications.

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

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

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

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

The final contract terms and conditions will be negotiated with Proposers as approved by the Coalition. Contracts can be in five (5)-year terms with renewal options.

2.4 Primary Point of Contact

The company shall identify a specific individual as a primary point of contact. This individual will be responsible for the company's correspondence with the Early Learning Coalition of Polk County. The individual shall be available within 24 hours telephone notice to accomplish the following:

- Attend meetings
- Respond to telephone calls
- Respond to specific inquires

2.5 Work papers

The company shall retain all work papers for a period of at least 5 years. In addition, the company will provide the Coalition and or its assignees access, free of charge, copies of any or all work papers for a period of at least 5 years.

SECTION III – SELECTION METHOD AND INSTRUCTIONS

3.1 Bidding Instructions

3.1.1 Interest. Companies who intend to respond to this RFP are requested to notify the Coalition by sending an email to melissamoisa@elcpolk.org with the RFP number and name in the subject line. Please include the name, address, telephone, fax and email address of the company (firm) and contact person.

3.2.1 Application Timetable

Dates Advertised/Available: October 5, 2018- October 31, 2018

Deadline for Receipt of Written Questions: October 29, 2018

Deadline for Answers to Contractor Questions: October 30, 2018

Deadline for Receipt of Proposals (No Exceptions): October 31, 2018 at 4:00 PM

3.3.1 Evaluation Process

The Vendor Selection Committee, consisting of Board Members and/or Coalition staff, will evaluate the proposals and prepare recommendations to the Chief Executive Officer and/or the Coalition Board of Directors. All proposals received will be reviewed in accordance with the criteria listed in this RFP. The Committee may request a presentation by any or all companies to clarify proposed plans and details, as part of the review and evaluation process. The Committee may also ask additional questions to clarify the submitted proposal(s).

The Chief Executive Officer and/or the Coalition Board of Directors shall make the final decision, once the selection has been made, contract negotiations will begin. If a contract agreement cannot be reached with the most successful company, negotiations with that company will be formally terminated. The Coalition would then negotiate with the next most successful company until an agreement is reached. The Coalition may choose to modify the choice of a selected company if the Coalition determines that such a change is in its best interest.

The Coalition reserves the right to reject any and all proposals submitted. The Coalition further reserves the right to inspect the facilities, organization, and review evidence of the financial condition of a company to assess their ability to perform the contract before awarding a contract.

3.2 Proposed Contract Terms and Administrative Rules

The lease agreement will be executed for a period of five (5) years with the option to renew for a period of three (3) years by the Coalition and the selected company based on the approved proposal.

In the event that the appropriate federal, state, municipal and/or county agency(ies) fail to renew or substantially reduce (as defined by reduction in funding of ten (10) percent) the funding for the Early Learning Coalition of Polk County, Tenant agrees to provide documentation of the diminution of funds to Landlord, and

Landlord agrees to reduce the rent based on the space occupied pro-rata. However, if the amount of funds received from the appropriate agencies is so small as to make it impractical for the Early Learning Coalition of Polk County to continue to operate services at the demised premises, then Landlord agrees this Lease may be cancelled and declared null and void. At such time, the security deposit shall be forfeited to Landlord. This clause shall supersede all other terms and covenants in the Lease Agreement. The Coalition's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. The Coalition may terminate the Lease upon no less than thirty (30) days written notice to the Landlord for lack of availability or adequacy of funds. Termination of the Lease under this subsection shall not relieve the Coalition of its obligation to pay any amounts then due to Landlord up to the date of termination.

In the event that the awarded company should breach this contract, the Coalition reserves the right to seek remedies in law and or in equity. Default would result in removal of the company from consideration for additional opportunities for a period of three (3) years.

All company responses to this RFP will receive written notification of the status of their proposal.

SECTION IV – TERMS, CONDITIONS AND OTHER REQUIREMENTS

4.1 Federal and State Tax

The Coalition is exempt from federal taxes; in addition, the Coalition is exempt from State and County tangible personal property taxes, sales taxes, and intangible taxes. The Coalition's Chief Executive Officer will sign an exemption certificate submitted by the successful company. The company doing business with the Coalition will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Coalition, in addition, the successful company will not be authorized to use the Coalition's tax exemption number in securing such materials.

4.2 Legal Requirements

It shall be the responsibility of the provider to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner effect the items covered herein. Lack of knowledge by the company will in no way be a cause for relief from responsibility.

Companies doing business with the Coalition will be required to attest to compliance with the following federal and state rules and regulations:

- Equal Employment Opportunity (EO 11246 as amended by EO 11375 and supplemented by regulation 41 CFR part 60)
- Copeland "Anti-Kickback" Act (18 USC 874 and 40 USA 276c)
- Contract Work Hours and Safety Standards Act (40 USC 327-333)
- Rights to Inventions Made Under a Contract or Agreement (37 CFR part 401)
- Clean Air Act (42 USC 7401 et seq) and Federal Water Pollution Control Act (33 USC 1251 et seq), as amended
- Debarment and Suspension (EO 12549 and EO 12689)

4.3 Agreement

A contract lease agreement will be negotiated between Landlord and Tenant as a result of this RFP. The RFP, the proposal, and the resulting agreement will constitute the complete agreement between the company and the Coalition. This RFP alone, is in no way an agreement, obligation, or contract and in no way is the Coalition responsible for the cost of preparing the proposal. One copy of the proposal will be retained for official files and becomes a public record.

4.4 Trade Secret and Confidential Materials

If the application includes material which is deemed a trade secret (as defined by Section 812.081, FS) or other confidential material exempt from the provisions of Chapter 119, FS, which the company does not wish to become public record, the following statement should be included in the application:

“Trade Secrets as defined by Section 812.081, Florida Statutes, or other confidential materials contained on applicable pages of this application shall not be used or disclosed, except for evaluation purposes. However, if a contract is awarded to this offer or as a result in connection with the submission of this program, the Coalition shall have the right to use or disclose the information designated as trade secrets or confidential to the extent provided in the contract. This restriction does not limit the Coalition’s right to use or disclose the information designated as trade secrets or designated as confidential which is obtained from another source.”

Any exemption claimed will be limited to the pertinent documents and must be supported by a statutory exemption. Notwithstanding anything to the contrary, nothing contained in the application shall be deemed or interpreted to restrict or prevent the Coalition from complying with the disclosure requirements of Chapter 119, Florida Statutes, when material is incorrectly identified as a trade secret or confidential information. By submitting an application, the applicant covenants not to sue the Coalition and waives any claim against the Coalition arising under Chapter 119, Florida Statutes or in connection with or as a result of any disclosures by the Coalition in connection herewith.

The remainder of the page has been left blank intentionally

ATTACHMENT A

Example - Letter of Certification

The Early Learning Coalition of Polk County
Attn: Melissa Moisa, Contract Coordinator
115 S. Missouri Ave., Suite 501
Lakeland, FL 33815

Dear Ms. Moisa:

We have read The Early Learning Coalition of Polk County's Request for Proposal and fully understand its intent. We certify that we have adequate personnel, equipment, technology, and facilities to fulfill the requirements of the engagement. We understand that our ability to meet the criteria and provide the required services will be judged by Coalition staff members and/or members of the Board

We have attached the following for your review:

- A signed copy of the Certification Affidavit
- A completed IRS Form W-9

I, the undersigned respondent, have not divulged, discussed, or compared this proposal with any other respondents and have not colluded with any other respondent in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

It is understood that all information included in, attached to, or required by this RFP shall become public record upon their delivery to the Coalition as defined in the Public Records Act, Chapter 119, Florida Statutes.

Submitted by: _____

Name of Company: _____

Authorized Signature: _____ Date: _____

Title: _____

E-Mail: _____

Telephone: _____

ATTACHMENT B

Conflict Of Interest Questionnaire

Procurement Title:	Facility/ Office Space Lease
---------------------------	-------------------------------------

		YES	NO
1.	Do you, your immediate family, or business partner have financial or other interest in any of the offers who have submitted a proposal?	<input type="checkbox"/>	<input type="checkbox"/>
2.	Have gratuities, favors, or anything of monetary value been offered to you or accepted by you from any of the offers who have submitted a proposal?	<input type="checkbox"/>	<input type="checkbox"/>
3.	Have you been employed by any of the offers who have submitted a proposal within the last 24 months?	<input type="checkbox"/>	<input type="checkbox"/>
4.	Do you plan to obtain financial interest, e.g. stock, in any of the offers?	<input type="checkbox"/>	<input type="checkbox"/>
5.	Do you plan to seek or accept future employment with any of the offers?	<input type="checkbox"/>	<input type="checkbox"/>
6.	Are there any other conditions which may cause a conflict of interest?	<input type="checkbox"/>	<input type="checkbox"/>

If you answered "yes" to any of the above questions, attach to this questionnaire a written explanation of your connections with the offers or write your answer below. If you answered no to all of the above questions but you have a connection not addressed in the above questions, please explain below or attach a written explanation to this questionnaire.

I declare all of the above questions are answered truthfully and to the best of my knowledge.

Name	Signature	Date

ATTACHMENT C-

CERTIFICATIONS AND ASSURANCES AFFIDAVIT

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

APPLICATION ACCURACY

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

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

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

I. Federal certifications – applicable to all entities

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

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

III. Federal certifications – applicable to all entities

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

FOR THOSE THAT REQUIRE SIGNATURE, SEE ATTACHED EXECUTED.

- [Debarment Certification - Primary](#)
- [Debarment Certification - Lower Tier](#)
- [Environmental Tobacco Smoke Certification](#)

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

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

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

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

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

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

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

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

D. Other Assurances – miscellaneous/general disclosures

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

1. Will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida DOE, the Florida DFS and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
2. Will cause the required financial and compliance audits to be performed in accordance with the Single Audit Act Amendments of 1996 and 2 CFR §200, Subpart F, *Audit Requirements*, and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.
3. Will establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receiving the awarding agency's approval.
5. Will administer each program covered by this agreement in accordance with all applicable laws, regulations, statutes, rules, policies, procedures and program requirements governing the program(s).
6. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.

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

E. Assurance for proper expenditure reporting

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

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

F. CCDF Salary Cap annual testing requirements

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

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

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

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

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

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

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

_____ The Contractor is not a major nonprofit organization.

_____ The Contract is a major nonprofit organization.

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

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

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

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

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

K. Certification regarding subrecipient monitoring

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

L. Certification regarding immigration status

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

M. Certification regarding standards of conduct

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

N. Clean Air Act and Federal Water Pollution Control Act

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

O. Conflicts of Interest

1. Pursuant to 2 CFR §200.318, *General procurement standards*, the Office must maintain oversight to ensure contractors perform scoped services in accordance with minimum standards or conduct.
 - a. 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.
 - b. 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.
 - c. The Contractor's written standards of conduct must also address the performance of employees engaged in the selection, award and administration of contracts.
 - d. Related party contracts. Pursuant to state statute and OEL instructions (s. 1002.84(20), F.S.), the Contractor shall provide OEL contract documentation for any contracts with Contractor employees, governing board members or relatives of either group as s. 112.3143(1)(b), F.S., defines. The Contractor must comply with disclosure and reporting requirements in state statute and OEL instructions (s. 1002.84(20), F.S.).
 - e. Any governing board member(s) benefitting from Contractor agreement(s) must disclose in advance the conflict of interest and must abstain from the vote process.
 - f. The impacted individual must complete the necessary conflict of interest disclosure forms.
 - g. 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.
 - h. The Contractor shall not enter into or execute a contract in excess of \$25,000 with a member of the governing board or relative of a board member without OEL's prior approval.
 - i. The Contractor does not have to obtain OEL's prior approval for contracts below \$25,000.
 - j. However, the Contractor must adequately disclose and properly report and track such contract activity.
 - k. The Contractor shall report such contracts to OEL within 30 days after receiving approval from the governing board.

P.Contract Work Hours and Safety Standards Act

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

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

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

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

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

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

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

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

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

S.DUNS Number – Data Universal Numbering System

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

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

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

T. Equal Employment Opportunity (EEO)

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

U. Procurement of Recovered Materials

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

- a. procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
 - b. Procure solid waste management services in a manner that maximizes energy and resource recovery; and
 - c. establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/> . The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.
2. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the ELC shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The ELC shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the ELC determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
3. Paragraph (b) of this clause shall apply to items purchased under this contract where: (1) the ELC purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the ELC: (i) purchased any amount of the items for use under a contract that was funded with federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

V. Procurements and other purchases

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

W. Property

1. Property purchased in whole or in part with federal funds shall be used for the purpose of that federal program and accounted for in accordance with applicable federal and state statutes, rules and regulations. The ELC shall comply with the provisions of 45 CFR §75.318 *Real property*, 45 CFR §75.320 *Equipment*, and 45 CFR §75.321 *Supplies*. The ELC shall include in all subrecipient contracts, and any vendor contracts for services that include purchasing/procuring equipment, language that requires property a subrecipient purchases with funds provided under the agreement to revert to the ELC upon contract termination. In accordance with OEL Program Guidance 240.02, title to all property acquired with funds provided to the ELC under this agreement shall be vested in the ELC; however, title and ownership shall be transferred to OEL upon termination of the ELC participation in early learning programs, unless otherwise authorized in writing by OEL. All property required to be returned to the Office will be in good working order. See 2 CFR §200.318, *General procurement standards*, s. 273.02, F.S., and 69I-73.002, F.A.C.
2. The term "nonexpendable property" shall include all tangible personal property which meet the criteria set forth in Rule 69I-73.002, F.A.C. In accordance with 45 CFR 75.439 and in compliance with [OEL Program Guidance 240.05, Guidance on Prior Approval Procedures for Selected Costs and Administrative Requirements](#), property shall not be purchased with program funds without prior approval from OEL (Exhibit 1 CC.).

3. Contingencies such as liens or other liabilities shall not be placed upon assets purchased with program funds, nor shall non-expendable property purchased with program funds be used as collateral.
4. In accordance with OEL Program Guidance 240.02 – Tangible Personal Property, the funding sources for the purchase of all such property shall be identified and all such property purchased in the performance of the Early Learning programs shall be listed on the property records of the ELC. The ELC shall inventory annually and maintain accounting records for all equipment purchased in accordance with OEL Program Guidance 240.02, relevant Florida Statutes, state rules, federal regulations and federal cost principles.
5. Based on Section 273.055, F.S., and Rules 69I-72.002, and 69I-73.005 F.A.C., when original or replacement equipment acquired by a subrecipient contractor is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as described below in 6.
6. The Office's policy concerning proceeds received from the sale of property with a current per unit fair market value up to \$5,000 is the net amount received from such sales will remain at the ELC level to be used in the same ongoing program. Funds from such sales will be treated as other program income in the same ongoing program(s). This type of income must be amended into a current year's program budget in which the sale occurred. It should then be reported in accordance with OEL Program Guidance 240.01. This identification of income is necessary to meet reporting requirements of the United States Department of Health and Human Services. Complete documentation for this type of income and expenditures must be maintained for monitoring and auditing purposes. If the ELC is no longer receiving funds for the particular project or program, the income from such equipment sales will be returned to the Office to be forwarded to the United States Department Health and Human Services.¹ Equipment that was initially purchased with federal funds with a current per-unit fair market value in excess of \$5,000, must be processed in accordance with 2 CFR §200.313(e)(2), *Equipment*, with the assistance and prior written approval of the Office.

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

X. Purchase of American-made Equipment and Products

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

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

Y. System for Award Management (SAM)

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

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

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

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

AGENCY CERTIFICATION

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

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

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

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

Instructions for Certification

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

suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

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

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

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

Signature of Authorized Certifying Official

Printed Name and Title

Organization

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

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

Signature of Authorized Certifying Official

Printed Name and Title

Organization

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

Signature of Authorized Certifying Official

Printed Name and Title

Organization

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 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.

Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Title

Organization

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)

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 agency awards the grant. If it is later determined that the grantee 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. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant 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).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' 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

Alternate I. (Grantees Other Than Individuals)

The grantee 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;
- (a) 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);
- (b) 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;
- (a) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (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 grant;
- (b) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (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;

(a) 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 grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

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

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

Alternate II. (Grantees Who Are Individuals)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

Signature of Authorized Certifying Official

Printed Name and Title

Organization