EARLY LEARNING COALITION
OF POLK COUNTY

Heart of Education

Request for Proposals: Quality Rating and Improvement System – Design and Development Services

ELCPOLK-FY2026-05

For the period

Dates Available: October 13, 2026 – October 27, 2026
Closing Date and Time: October 27, 2026 at 4:00 P.M. (EST)

Inquiries and proposals should be directed to:

Karen Hallman
Contracts & Compliance Manager
Early Learning Coalition of Polk County
115 South Missouri Avenue, Suite 201
Lakeland, FL 33815
(863) 733-9064
contractmanager@elcpolk.org

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SECTION I – INTRODUCTION

1.1 Introduction

The Early Learning Coalition of Polk County is requesting proposals for a qualified company/consultant to support the design and development of a comprehensive Quality Rating and Improvement System (QRIS) for early learning programs in Polk County. Activities are to begin immediately and will conclude by June 30, 2027. The Coalition may consider continuing services for a second year to provide additional support with implementation of the QRIS, if funding allows.

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 27, 2026, at the Early Learning Coalition of Polk County office at 115 S. Missouri Ave., Suite 201, Lakeland, FL 3381 or at contractmanager@elcpolk.org.

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 the Division of Early Learning (DEL), 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 $40 million. We normally have between 300 and 400 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 partner to assist the Coalition in development a QRIS that supports continuous quality improvement across early learning programs. The system will establish a clear and meaningful framework for recognizing quality, supporting providers in strengthening their practices, and creating achievable pathways for ongoing growth and improvement.

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 Karen Hallman, Contracts & Compliance Manager 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 – SCOPE OF SERVICES

2.1 Scope of Work

The Coalition is requesting proposals for a qualified company/consultant to support the design and development of a comprehensive Quality Rating and Improvement System (QRIS) for early learning programs in Polk County. The Coalition's goal is to identify a qualified partner to assist the Coalition in development a QRIS that supports continuous quality improvement across early learning programs. The system will establish a clear and meaningful framework for recognizing quality, supporting providers in strengthening their practices, and creating achievable pathways for ongoing growth and improvement.

The selected contractor will work collaboratively with the Coalition to develop a quality improvement framework that is meaningful, achievable, and responsive to the needs of early learning providers, educators, children, and families. The system should establish clear measures of quality, recognize and support programs at varying levels of quality, and provide pathways and resources that encourage continuous improvement through a clear and manageable process.

The contractor will be expected to review relevant research, best practices, and existing quality rating and improvement models; engage key stakeholders, recommend quality standards and rating structures; identify appropriate supports and incentives; and develop a framework and implementation plan that can be effectively administered and sustained by the Coalition.
Proposals should clearly demonstrate the respondent's qualifications, experience, and proposed approach to completing the work outlined in this RFP.

At a minimum, proposals must include:

- Consultant or Organization Overview: A brief description of the company/consultant, including background, areas of expertise, and experience relevant to early childhood education and quality improvement systems.
- Relevant Experience: Description of demonstrated experience designing, developing, implementing or evaluating Quality Rating and Improvement Systems or similar early childhood quality improvement initiatives.
- Understanding of the Project: A description of the company's understanding of the Coalition's goals and intended purpose of developing a comprehensive QRIS.
- Proposed Approach and Methodology: A detailed description of the approach that will be used to research, design, and develop the QRIS, including how best practices and successful models from other communities or states will be considered.
- Stakeholder Engagement Plan: A description of how early learning providers, community partners, families or other key stakeholders will be engaged throughout the development process.
- Coaching Experience & Recommendations: Describe any experience with coaching models or approaches that could support or be incorporated into a QRIS, including experience with

both in-person and virtual coaching. Include examples of coaching strategies used to support early learning providers in achieving quality improvement goals.

- Proposed Work Plan and Timeline: A detailed project plan identifying major activities, milestones, deliverables, and anticipated completion dates.
- Proposed Deliverables: A description of the specific products and recommendations that will be provided, including how the proposed QRIS framework, quality standards, rating structure, quality improvement tools or related supports/resources, incentives, implementation recommendations, and evaluation measures will be delivered.
- Cost Proposal: A detailed proposed budget identifying all costs associated with completing the scope of work, including professional fees, travel, materials, meetings, and any other anticipated expenses.
- References and Examples: Written references from at least two organizations or clients for whom the company/consultant has completed similar work, preferably within the early childhood field. Please also include relevant examples or descriptions of comparable projects, frameworks, reports, or system developed by the respondent.
- Potential Second Year/Implementation Support: The company/consultant should describe their capacity to provide implementation support during a possible second year, including potential services and activities that may assist the Coalition with the successful initial rollout of the QRIS.

2.2 Compensation

Total funding available for 2026-2027 is $150,000.00. Compensation will be released upon receipt of services/deliverables throughout the design and development process.

The optional second year may be awarded for an amount of up to $150,000 as well, contingent upon the availability of funding, which will be determined and confirmed at a later date. Any second-year award will be at the sole discretion of the Coalition and subject to funding availability, satisfactory performance, and mutually agreed-upon scope of work and deliverables. Inclusion of this option in the RFP does not guarantee additional funding or a second-year award.

2.3 Time Requirements

All final 2026-2027 services, materials or other deliverables described under this Scope of Work must be delivered by June 30, 2027. The completed project should position the Coalition with the necessary framework, tools, resources and implementation guidance to begin rollout of the new system in Fall 2027.

If funding allows, the Coalition may consider extending the project for a second year to provide additional support with the rollout and implementation of the QRIS. Specific deliverables and time requirements for the second year would be determined at a later date.

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 work product. The individual shall be available within 24 hours' telephone notice to accomplish the following, if needed:

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.

2.6 Replacement of Personnel

The Coalition will be accepting the company's proposal based upon the Primary Point of Contact listed in the proposal. All changes to primary staffing are subject to the Coalition's approval. The replacement employee must have credentials similar to the employee replaced.

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 contractmanager@elcpolk.org with the RFP number and name in the subject line. Please include the name, address, telephone, and email address of the company (firm) and contact person. Please include a completed Attachment A & B with the email.

3.1.2 Application Timetable

Dates Advertised/Available: October 13,2026 -- October 27, 2026
Deadline for Receipt of Written Questions: October 19, 2026
Deadline for Answers to Contractor Questions: October 21, 2026
Deadline for Receipt of Proposals: October 27, 2026 at 4:00 P.M.
Award letter sent to vendor: November 20, 2026

3.1.3 Evaluation Process

The Vendor Selection Committee 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, and 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.

3.1.4 Evaluation Criteria

Each proposal will be evaluated based on the following criteria:

- Proposal timeliness, professionalism, and conciseness
- Alignment with RFP Scope of Work
- Expertise/experience
- Value of services/products
- Availability of resources (based on time requirement)

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 professional services agreement will be negotiated for any work to be performed 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.

Attachment A
Example - Letter of Certification

The Early Learning Coalition of Polk County
Attn: Karen Hallman, Contract & Compliance Manager
115 S. Missouri Ave., Suite 201
Lakeland, FL 33815

Dear Ms. Hallman:

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
CERTIFICATIONS AND ASSURANCES AFFIDAVIT

DIRECTIONS: BY ATTESTING TO THIS FORM, THE CONTRACTOR AGREES TO COMPLY WITH ALL SECTIONS ON THE SWORN AFFIDAVIT.

Authority for data collection – 45 CFR Part 98.10-12; ss. 1001.213, 1002.75 and 1002.82, F.S.

In performing its responsibilities under the agreement, the Contractor herby certifies and assures that it will fully comply with the following requirements, as applicable.

I. Federal certifications

A. Cost allocation plan or indirect cost rate proposal.
B. Proper expenditure reporting.
C. Status as a non-major corporation.
D. Debarment, suspension, and other responsibility matters.
E. Drug-Free Workplace.
F. Pro-Children Act of 2001/Environmental Tobacco Smoke Certification
G. Filing and payment of taxes.
H. Lobbying

II. Federal or state-required assurances

A. The Transparency Act (as defined by 2 C.F.R. Part 170).
B. Other miscellaneous/general disclosures.
C. CCDF Salary Cap annual testing requirements.
D. Compensation report requirements.
E. Restrictions on funding ACORN.
F. Separation of VPK Program and SR Program funds (ss. 1002.71(1) and (7), F.S., 1002.89, F.S., and 45 C.F.R. § 98.56.
G. Subrecipient monitoring.
H. Immigration status.
I. Standards of conduct.
J. 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.).
K. Conflicts of Interest.
L. Contract Work Hours and Safety Standards Act 40 U.S.C 3701 et seq.
M. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c).
N. Davis-Bacon Act, as amended (40 U.S.C. 3141 et seq.).
O. Equal Employment Opportunity (EEO).
P. Procurement of recovered materials.
Q. Procurements and other purchases.
R. Property.
S. Reporting of matters related to recipient integrity and performance.
T. System for Award Management (SAM) Unique Entity Identifier Requirements.
U. Trafficking Victims Protection Act of 2000 (TVPA).

III. Federal certifications

A. Cost allocation plan or indirect cost rate proposal
In accordance with 2 C.F.R. §200.415, *Required certifications*, the ELC must certify the submitted cost allocation plan (CAP) or indirect cost rate proposal, as instructed by DEL.

Note: DEL's current cost allocation plan guidance instructs no indirect cost rates are required or used by DEL 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 DEL.

B. Proper expenditure reporting

In accordance with 2 C.F.R. §200.415, *Required certifications*, the official who is authorized to legally bind the ELC must include the following certification on annual and final fiscal reports or vouchers requesting payment:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

C. Status as a non-major corporation

In accordance with 2 C.F.R. §200.415, *Required certifications*, the ELC must certify whether it meets the definition of a major corporation. 2 C.F.R. §200.414(a) defines major nonprofit organizations as those which receive more than $10 million dollars in direct federal funding. The ELC certifies that:

☒ The Contractor is not a major nonprofit organization.
☐ The Contractor is a major nonprofit organization.

If the ELC determines it qualifies as a major non-profit organization, it shall contact DEL for additional instructions.

The following Certifications are hereby adopted and incorporated herein by reference as if fully set forth herein, as applicable. See 2 C.F.R. 200 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

THE FOLLOWING DOCUMENTS REQUIRE SIGNATURE. THIS AGREEMENT IS NOT VALID UNTIL EACH FORM HAS BEEN COMPLETED IN FULL AND SIGNED.

D. Debarment Certification - Lower Tier

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Contracts/Subcontracts

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

Instructions

1. Each Contractor **whose contract/subcontract equals or exceeds $25,000 in federal funds must sign** this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Division of Early Learning cannot contract with these types of providers if they are debarred or suspended by the Federal Government.
2. This certification is a material representation of fact upon which reliance was placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Division of Early Learning may pursue available remedies, including suspension and/or debarment.
3. The Contractor shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “person”, “principal”, and “voluntarily excluded”, as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Contract Manager for assistance in obtaining a copy of these regulations.
5. The Contractor agrees by submitting this Certification that it shall not knowingly enter into any Subcontract with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract/Subcontract, unless authorized by the Federal Government.
6. The Contractor further agrees by submitting this Certification that it will require each Subcontractor of this Contract/Subcontract, whose payment will equal or exceed twenty-

five thousand dollars ($25,000) in federal funds, to submit a signed copy of this Certification.

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

Certification

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

Signature of Authorized Certifying Official: _____

Printed Name: _____
Title: _____
Date: _____

☒ By providing this electronic signature and subsequent signatures and initials in this document, I attest I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I also confirm internal controls have been maintained, and policies and procedures were properly followed to ensure the authenticity of the electronic signature.

This statement is to certify I confirm this electronic signature is to be the legally binding equivalent of my handwritten signature and the data on this form is accurate to the best of my knowledge.

E. Drug-free Workplace Certification

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

INSTRUCTIONS

1. By signing and/or submitting this application or grant Agreement, the grantee is providing the certification set out below.

2. The certification set out below is a material representation of fact upon which reliance is placed when the Contract is entered into. If it is later determined that the Contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the Contract takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

4. If the workplace identified to the Division of Early Learning changes during the performance of the Contract, the Contractor shall inform the Contract Manager of the change(s) if it previously identified the workplaces in question.

5. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Contractors' attention is called, in particular, to the following definitions from these rules:

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

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

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

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification Regarding Drug-Free Workplace Requirements

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

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

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

1. Abide by the terms of the statement; and
2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

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

(f) Taking one of the following actions, within (30) calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

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

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

_____

_____

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

Signature of Authorized Certifying Official: _____

Printed Name: _____
Title: _____
Date: _____

☒ By providing this electronic signature and subsequent signatures and initials in this document, I attest I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I also confirm internal controls have been maintained, and policies and procedures were properly followed to ensure the authenticity of the electronic signature.

This statement is to certify I confirm this electronic signature is to be the legally binding equivalent of my handwritten signature and the data on this form is accurate to the best of my knowledge.

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

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

Signature of Authorized Certifying Official: _____

Printed Name: _____
Title: _____
Date: _____

☒ By providing this electronic signature and subsequent signatures and initials in this document, I attest I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I also confirm internal controls have been maintained, and policies and procedures were properly followed to ensure the authenticity of the electronic signature.

This statement is to certify I confirm this electronic signature is to be the legally binding equivalent of my handwritten signature and the data on this form is accurate to the best of my knowledge.

G. Filing and Payment of Taxes Certification

CERTIFICATION OF FILING AND PAYMENT OF FEDERAL TAXES

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

1. The applicant has filed all federal tax returns required during the three (3) years preceding this certification;

AND

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

AND

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

Signature of Authorized Certifying Official: _____

Printed Name: _____
Title: _____
Date: _____

☒ By providing this electronic signature and subsequent signatures and initials in this document, I attest I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I also confirm internal controls have been maintained, and policies and procedures were properly followed to ensure the authenticity of the electronic signature.

This statement is to certify I confirm this electronic signature is to be the legally binding equivalent of my handwritten signature and the data on this form is accurate to the best of my knowledge.

H. Lobbying Certification

CERTIFICATION REGARDING LOBBYING

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

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

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” 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 ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

Signature of Authorized Certifying Official: _____

Printed Name: _____
Title: _____
Date: _____

☒ By providing this electronic signature and subsequent signatures and initials in this document, I attest I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I also confirm internal controls have been maintained, and policies and procedures were properly followed to ensure the authenticity of the electronic signature.

This statement is to certify I confirm this electronic signature is to be the legally binding equivalent of my handwritten signature and the data on this form is accurate to the best of my knowledge.

IV. Federal or state-required assurances, as applicable

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

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

This program award must adhere to the Transparency Act's Subaward and Executive Compensation reporting requirements (as 2 CFR Part 170 defines). Under the Transparency Act, the grantee must report all subawards (as 2 CFR Part 170 defines) more than thirty thousand dollars ($30,000), unless exempted.

Other Assurances – miscellaneous/general disclosures

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

1. Use fiscal control and fund accounting procedures which will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida DOE, the Florida DFS, and the Auditor General of the State of Florida for the purpose of program and fiscal auditing and monitoring.
2. Cause the required financial and compliance audits to be performed in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, *Audit Requirements*, and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.
3. Establish safeguards to prohibit employees and board members from using their positions for a purpose which constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Initiate and complete the work within the applicable time frame after receiving the awarding agency's approval.
5. Administer each program covered by this Agreement in accordance with all applicable laws, regulations, statutes, rules, policies, procedures, and program requirements governing the program(s).
6. Comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing each funded program.
7. Submit such reports as described in Exhibit VI of this agreement. The ELC will maintain such fiscal and programmatic records and provide access to those records, as necessary, for those departments to perform their duties.
8. Provide reasonable opportunities for systematic consultation with and participation of teachers, parents, and other interested agencies, organizations, and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.
9. Make any application, evaluation, periodic program plan, or report relating to each program readily available to parents and other members of the general public.
10. Have and maintain a proper accounting system in accordance with generally accepted accounting standards.
11. Not expend funds under the applicable program to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.
12. Comply with the requirements in 2 CFR Part 376, *Nonprocurement Debarment and Suspension*.
13. Comply with all state and federal requirements, as applicable, for internal controls to ensure compliance with federal and state statutes, regulations, and terms and conditions of the award.
14. Comply with Florida's Government-in-the-Sunshine Law (Chapter 286, F.S.), which provides a right of access to meetings of boards, commissions, and other governing bodies of state and local governmental agencies or authorities.

15. If applicable, after timely and meaningful consultation, provide the opportunity for children enrolled in private, non-profit schools, and the educational personnel of such schools, equitable participation in the activities and services provided by these federal funds, and notify the officials of the private schools of said opportunity. (Educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal [consistent with the number of children to be served] to expenditures for programs of children enrolled in the public schools of the local educational agency.)
16. Agree for any Agreement-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, to treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively. Marriage is between two individuals validly entered into in the jurisdiction where performed. This does not apply to registered domestic partnerships, civil unions, or similar formal relations recognized under state law as something other than marriage. (For further details, Respect for Marriage Act, H.R. 8404).
17. Not use federal funds awarded under this Agreement for construction or the purchase of land.

B. CCDF Salary Cap annual testing requirements

1. The Consolidated Appropriations Act of 2012 (P.L. 112-74), enacted December 23, 2011, and the annual Consolidated Appropriations Act public laws enacted since, limit the salary amount which ELCs may charge to grants and cooperative Agreements which the Administration of Children and Families (ACF) funds. ELCs may not use CCDF award funds to pay an individual's salary at a rate more than the annual maximum Executive Level II federal pay rate. The Federal Executive Pay Scale maximum annual Executive Level II salary for calendar year 2026 is two hundred twenty-eight thousand dollars ($228,000) and is accessible annually at the U.S. Office of Personnel Management website. This amount reflects an individual's base salary without fringe benefits and income an individual may earn outside of the duties to the applicant organization. The ELC shall apply this salary limitation to subawards/subcontracts under this Agreement. The ELC's subrecipients shall:
    1.1. Not use grant funds to pay for salary costs that exceed the CCDF cap.
    1.2. Allocate salaries which multiple funding sources pay and compare these calculations to received program benefits.
    1.3. Perform and document an annual analysis using W-2 data.
2. All CCDF-funded grantees and subgrantees are responsible for assuring compliance with this provision. All such CCDF fund recipients and subrecipients are responsible for enforcing other impacted entities of this compliance requirement.
3. All CCDF-funded grantees shall comply with salary cap reporting requirements outlined in this section.
4. All CCDF-funded grantees that request salaries for individuals more than the applicable 2026 rate of two hundred twenty-eight thousand dollars ($228,000) per year or one hundred nine dollars and sixty-two cents ($109.62) per hour for a full-time position of 2,080 hours per year) will have the submitted costs adjusted in accordance with the legislative salary limitation. The non-federal entity/grantee will be notified of this adjustment, and no funds will be awarded, committed or disbursed more than the salary cap.
5. An individual's institutional base salary is not constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be charged to federal/state grant programs/awards. For individuals whose salary rates exceed Executive Level II, the non-federal entity may pay the excess from non-DEL funds.
6. The salary limitation also applies to all subawards and subcontracts.

C. Compensation report requirements

1. In accordance with Executive Order 20-44, each grantee meeting the following criteria shall provide to the department an annual report (last completed fiscal year) in the format required by the department: 1) all entities named in statute with which the agency must form a sole source, public private Agreement and 2) all entities that, through contract or other Agreement with the State, annually receive fifty percent (50%) or more of their budget from the State or from a combination of State and Federal funds. This report shall detail the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the grantee shall submit with the annual report the most recent Return of Organization Exempt from Income Tax, Form 990, if applicable, or shall indicate that the grantee is not required to file such Form 990. This report shall be emailed to: ExOrder20-44@fldoe.org and uploaded to SharePoint/Coalitions Zone/*ELC Name*/FMSAS Document Exchange/ Current Year FMSAS/*Current Year* Compensation Reporting by March 1 of each year and when there is any change to executive staff compensation. Executive Order 20-44 may be obtained via this link:

https://www.flgov.com/eog/sites/default/files/executive-orders/2024/EO_20-44.pdf

D. Restrictions on funding ACORN

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

E. Separation of Early Learning funds – if applicable

Pursuant to ss.1002.71(1) and (7), F.S., s. 1002.89, F.S., and 45 CFR part 98.56, the VPK, SR, SR PLUS, and DR Programs are independent programs with separate state and federal funding. All ELC expenditures made, and fiscal records maintained shall reflect funds expenditure separation and such funds shall be distinctive and clearly identifiable in all fiscal records the ELC maintains. The ELC hereby certifies it will expend all:

1. SR (Child Care and Development Fund, TANF, Social Services Block Grant and General Revenue and matching) funds solely for operating the SR Program.

2. SR Plus Program state general revenue funds solely for operating the SR Plus Program.

3. VPK Program state general revenue funds solely for operating the VPK Program.

4. DR Program Child Care and Development Fund solely for operating the DR Program.

F. Subrecipient monitoring – if applicable

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

G. Immigration status – if applicable

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

H. Standards of conduct

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

I. Clean Air Act and Federal Water Pollution Control Act

If the aggregated amount of funds awarded under this agreement exceeds $150,000, the ELC shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). See 2 CFR Part 200, Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

J. Conflicts of Interest

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

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

1. Federal and state standards for procurement and contracts administration require all contractual Agreements exceeding one hundred thousand dollars ($100,000) to address requirements for compliance with federal labor laws. See 2 C.F.R. Part 200 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements or other construction activities.
2. The Contractor shall compute wages on a forty-hour (40-hour) week schedule and pay non-exempt employees for extra hours worked. None shall be forced to work in unsanitary, hazardous, or dangerous conditions or surroundings.
3. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

L. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as applicable

1. Federal and state standards for procurement and contracts administration require all contractual Agreements exceeding $2,000 to address requirements for compliance with federal labor laws. See 2 C.F.R. Part 200 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.
2. This provision applies to Agreements which include salaries for laborers and for all contracts for repairs, improvements, or other construction activities.

3. 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 or she is otherwise entitled. The ELC shall report all suspected or reported violations to DEL.

M. Davis-Bacon Act, as amended (40 U.S.C. 3141 et. seq.), as applicable

When federal program legislation requires, for all construction contracts of more than $2,000, the recipient's and subrecipient's award shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, *Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*).

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

N. Equal Employment Opportunity (EEO)

The ELC certifies it is in compliance with E.O. No. 11246, Equal Employment Opportunity (30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), September 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of October 13, 1967, amended, and as the Department of Labor regulations (41 CFR part 60) Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor supplements. See 2 CFR 200, *Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.*

O. Procurement of Recovered Materials, as applicable

1. Pursuant to 2 CFR §§200.317, *Procurements by states*, and 200.323, *Procurement of recovered materials*, the ELC will comply with the following requirements of section 6002 of the Solid Waste Disposal Act.
   - **1.1.** Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
   - **1.2.** Procure solid waste management services in a manner that maximizes energy and resource recovery; and
   - **1.3.** 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, *https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program*. The list of EPA-designated items is available at *https://www.epa.gov/greenerproducts/identify-greener-products-and-services.*
2. 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 which contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, unless the Contractor determines such items:
   - **2.1.** Are not reasonably available in a reasonable period of time;
   - **2.2.** Fail to meet reasonable performance standards, which shall be determined by the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
   - **2.3.** Are only available at an unreasonable price.
3. Paragraph 2. of this clause shall apply to items purchased under this Agreement where:
   - **3.1.** The Contractor purchases more than ten thousand dollars ($10,000) of the item under this Agreement; or

3.2. During the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract 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 more than ten thousand dollars ($10,000) of the item both under and outside that contract.

P. 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 Programs. The ELC must have documented procurement policies and procedures which meet the minimum requirements of federal rules and regulations located at 2 CFR §§200.317-200.327 and/or Chapter 287, F.S., whichever is more restrictive.

Q. Property – if applicable

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 2 CFR § 200.311, *Real property*, 2 CFR § 200.313, *Equipment*, and 2 CFR § 200.314, *Supplies*. The ELC shall include in all subrecipient contracts, and any contracts for services which include purchasing/procuring equipment, language which requires property a subrecipient purchases with funds provided under the Agreement to revert to the ELC upon contract termination.
2. In accordance with DEL Program Guidance 240.02 – Tangible Personal Property, title to all property acquired with funds provided to the ELC under this Agreement shall be vested in the ELC; however, title and ownership shall be transferred to DEL upon termination of the ELC's participation in early learning programs, unless otherwise authorized in writing by DEL. All property required to be returned to the Division will be in good working order. See 2 CFR §200.318, *General procurement standards*, s. 273.02, F.S., and Rule 69I-72.002, F.A.C.
3. Pursuant to 2 CFR §200.302, *Financial management*, and instructions noted in the DOE Green Book, effective control over and accountability for all property and other assets is required. Small attractive items with a purchase value of less than five thousand dollars ($5,000), whether classified as equipment, technology items or supplies must be safeguarded. The ELC shall have a written policy on how these items will be tracked, accounted for, and safeguarded.
4. The term "nonexpendable property" shall include all tangible personal property which meet the criteria set forth in Rule 69I-72.002, F.A.C. In accordance with 2 CFR § 200.439, *Equipment and other capital expenditures,* and DEL Program Guidance 240.05 - Prior Approval, property shall not be purchased with program funds without prior approval from DEL.
5. Contingencies such as liens or other liabilities shall not be placed upon assets purchased with program funds, nor shall non-expendable property purchased with program funds be used as collateral.
6. In accordance with DEL 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 DEL Program Guidance 240.02 – Tangible Personal Property, relevant Florida Statutes, state rules, federal regulations, and federal cost principles. In addition to the annual inventory required by October 1 of each year, whenever the custodian or custodian's delegate changes, the ELC shall conduct a physical inventory of specified equipment and provide a copy to DEL.
7. Based on s. 273.055, F.S. and Rule 69I-72.002, F.A.C., when original or replacement equipment acquired by the ELC or its subrecipient/contractor is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as described below in section 8.
8. Proceeds received from the sale of property with a current per unit fair market value up to five thousand dollars ($5,000) may be retained at the ELC level to be used to support ongoing operations of the same

program that obtained or purchased the property item(s) sold. Funds from such sales will be treated as other program income in the same ongoing program(s). This type of income must be amended into a current year's program budget in which the sale occurred. It shall then be reported in accordance with DEL Program Guidance 240.01 – Cash Management Procedures. This identification of income is necessary to meet reporting requirements of HHS. Complete documentation for this type of income and expenditure must be maintained for monitoring and auditing purposes. If the ELC no longer receives funds for the particular project or program, the income from such equipment sales will be returned to the Division to be forwarded to the US DHHS. Upon termination of a project, and at the discretion of the Division, all equipment/property purchased with project funds will be transferred to the location(s) specified by the Division and all necessary actions to transfer the ownership records of the equipment/property to the Division, or its designee, will be taken. Equipment initially purchased with federal funds with a current per-unit fair market value of more than five thousand dollars ($5,000) must be processed in accordance with 2 CFR §200.313(e)(2), *Equipment*, with the assistance and prior written approval of the Division.

R. Reporting of matters related to recipient integrity and performance

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

S. Unique Entity Identifier and System for Award Management (SAM)

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

1. Be registered in SAM prior to entering into this Agreement or submitting an application or proposal by a federal awarding agency. SAM information can be found at: https://sam.gov/SAM/.
2. Always maintain an active SAM registration with current information 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 or proposal it submits to the agency. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.

T. 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)

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

As described in 2 C.F.R. § 200.216, recipients and subrecipients are prohibited to obligate or spend grant funds (including direct and indirect expenditures as well as cost share and program) to: (a) Procure or obtain, (b) Extend or renew a contract to procure or obtain; or (c) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in P.L. 115-232, section 889, the covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

V. Protection of human subjects

The ELC will comply with P.L. 93-348, the National Research Service Reward Act of 1974, regarding the protection of human subjects involved in research, development, and related activities supported by this Agreement.

Whistleblower's Act – if applicable

In accordance with z. 112.3187, F.S., the Contractor and its subcontractors shall not retaliate against an employee for reporting violations of law, rule or regulation that creates and presents a substantial and specific danger to the public's health, safety, or welfare. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of any agency, public officer or employee. The Contractor and any subcontractor(s) shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, the Division of Early Learning's Inspector General, the Florida for reporting violations of law, rule or regulation that creates and presents a substantial and specific danger to the public's health, safety, or welfare. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of any agency, public officer or employee. The Contractor and any subcontractor(s) shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, the Division of Early Learning's Inspector General, the Florida Commission on Human Relations or the Whistleblower's Hotline number at 1-800-543-5353.

[VENDOR NAME] [Contract Name/Type]

I certify that I am an authorized signatory for [VENDOR NAME] and will comply with the aforesaid requirements, as applicable.

Signature of Authorized Certifying Official: _____

Printed Name: _____

Title: _____

Date: _____

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.

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

PUBLIC ENTITY CRIME AFFIDAVIT

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

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(I)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment after July 1989, or as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Section 287.122, Florida Statutes means:

A predecessor or successor of a person convicted of a public entity crime; or 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" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate.
The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment or income among persons when not for 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.

I understand that a "person" as defined in Section 287.133 Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods 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, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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 officer, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies)

_____There were proceedings concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list.

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending in the Department of General Services).

ORGANIZATION'S NAME AND ADDRESS:

_____

_____

_____

NOTE: AS EVIDENCED BY MY SIGNATURE BELOW, I UNDERSTAND AND WILL COMPLY WITH ALL TERMS AND CONDITIONS STATED HEREIN:

Type Authorized Official's Name	Authorized Official's Title
Authorized Official's Signature	Date
Federal Employee Identification Number	