



Request for Proposals (RFP)
For
Audit and Tax Preparation Services

PR25-5073

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RFP for Audit and Tax Preparation Services

SECTION I. Introduction

A. Request for Proposals

The Early Learning Coalition of Broward County, Inc. (the COALITION) is seeking proposals from one or more qualified vendor(s) to provide Audit and Tax Preparation Services for one or more fiscal years not to exceed five (5) fiscal years. This service is being procured through an RFP to select the best qualified responsible vendor(s) that is most advantageous to the COALITION through an open, competitive process taking price, service value and all other factors into consideration. The total budget allocated for all services resulting from this procurement is estimated at \$50,000 annually.

The source of funding for the requested services is as follows:

Federal:	80%
State:	13%
Local:	7%
Total	100%

B. About the Early Learning Coalition of Broward County, Inc.

The COALITION is a not-for-profit 501(c) (3) organization established in 2000, pursuant to the School Readiness Act of 1999 and Florida Statutes Section 411.01. The COALITON is designated by the State of Florida's Department of Education Division of Early Learning (DEL) as administrator of all publicly-funded early child care and education programs in Broward County. For over twenty years, COALITION Broward has been responsible for quality early care and education services for our children. We are accountable for helping families find local child care and developing plans to address Broward County's early learning needs.

Our Mission is to lead and support the early learning community to deliver high quality early learning experiences to young children and their families. Our Vision is that all children have high quality early learning experiences leading to success in school and life. We strive to accomplish this by providing resources, advocacy, leadership, coordination and oversight for our child care and early education industry. We promote quality in all child care programs by incentivizing performance standards through coaching, training, and business development.

The COALITION administers the School Readiness (SR) program in order to prepare young children to successfully transition to school and also help close the achievement gap for low-income families. The SR program provides subsidized child care for children from eligible economically disadvantaged families, primarily focusing on children from birth to school age (zero to five) as well as after school care for school age children and those involved in foster care or the child welfare system. The SR program also provides a wide variety of training and quality support services to over 750 child care providers operating in the County. In addition to SR, the COALITION administers access to Florida's Voluntary Pre-Kindergarten (VPK) education programs in Broward County, which are free for ALL children residing in Florida at age 4 regardless of income.

The COALITION also provides Child Care Resource and Referral services (CCR&R) to all Broward families, regardless of income, to help them identify and select the best child care and early education options to fit their needs such as special education services, specific hours of operation, or location near a parent's work or school. This wide range of agency activities services over 30,000 children each year while allowing their families to remain employed and/or in school and channels more than \$200 million into the economy of Broward County annually. The COALITION's programs provide an invaluable benefit not just to the children and families served but also to child care employees, early educators, small and medium sized businesses, and the communities and municipalities they live in.

C. Background and Scope of Services

1. Background:

Under our Grant Agreement with the Florida Department of Education Division of Early Learning (DEL), the COALITION is required to receive an annual single audit of financial statements and file an annual informational tax return IRS form 990. In addition, ERISA law requires the COALITION to have an annual audit of the Plan's financial statements and file an IRS/DOL form 5500 annual report. To meet these requirements, the COALITION seeks one or more qualified certified public accounting firm(s) to provide the following services beginning on or about October 1, 2024:

- Single Audit of COALITION Financial Statements beginning with the Fiscal Year ending June 30, 2024 and for up to four (4) additional fiscal years thereafter.
- Preparation and filing of the COALITION's IRS form 990 beginning with 2023 and for up to four (4) additional years thereafter.
- Audit of the COALITION'S Retirement Plan for the Play Year ending December 31, 2024 and for up to four (4) additional years thereafter.
- Preparation and filing of the COALITION's IRS form 5500 beginning with the 2024 plan year and for up to four (4) additional years thereafter.
- Ad hoc tax compliance and advisory services as needed during the term of the Agreement.

2. Description of Entity and Records to be Audited or Reported:

The COALITION was established by Statute in 2000 to administer State and Federally-funded School Readiness and Voluntary Pre-Kindergarten (VPK) child care voucher programs in Broward County but most of its direct services were carried out by one or more Sub-recipients until recently. When the Board decided to bring services in house in October 2017, the COALITION expanded rapidly, growing from 28 staff to 220 within four years. During the COVID-19 Pandemic the COALITION budget more than doubled with the advent of CARES, CRRSA and ARPA Federal Stimulus funding combined with significant increases to School Readiness funding allocations statewide. Revenues for fiscal year 2024 were approximately \$190 million, including approximately \$25 million in ARPA stimulus funds. 87% of COALITION expenditures are passed through as reimbursements to providers for child care services or as grants or stipends to owners and educators that help strengthen Broward's system of care. 10% of expenditures cover the costs of quality initiatives and program support while the remaining 3% pays for administration. The COALITION's funding is a mix of Federal, State and Local Awards comprised primarily by:

- U.S. Department of Health and Human Services Funding Pass Through from DEL:
 - Temporary Assistance for Needy Families
 - Child Care and Development Block Grant
 - Child Care Mandatory Matching Funds of the Child Care and Development Fund
 - Social Services Block Grant
- State of Florida General Fund Pass Through for VPK
- Local Grants
 - Children’s Services Council of Broward County
 - Broward County Community Services Administration
 - United Way of Broward County
 - Broward County Municipalities

The COALITION is governed by an 18-person Board. The Chair is appointed by the Governor. The Audit Committee is responsible for hiring the Auditors and overseeing the services. The Chief Administrative Officer leads a team of 26 staff responsible for budgeting, procurement, purchasing, contracts, accounting, banking, payroll, provider reimbursement, compliance, reporting and risk management. The COALITION uses Abila MIP fund accounting software for its financial database along with a Statewide childcare billing system mandated by the DEL “EFS MOD”, a customized CRM system for grant, stipend and other transaction management, and ADP for Payroll.

The COALITION 403B Retirement Plan is serviced by Corebridge Financial Variable Annuity Life Insurance Corporation (Valic) with approximately 150 participants and \$6 million in Plan assets. The Plan is currently self-administered by COALITION staff and will transition to a Third Party Administrator in 2025.

3. Scope of Services:

- a. Financial Statement Audit: The examination will be a financial and compliance audit made in accordance with generally accepted government auditing standards. The primary purpose of the audit is to express an opinion on the COALITION’s financial statements. The Vendor will examine transactions and accounts that support the amounts in the financial statements and conduct a comprehensive review of the COALITION’s financial statements. The audit procedures used shall be sufficient to enable the Vendor to express an opinion on the fairness of the COALITION’s presentation of its financial position, results of operations, and cash flows in accordance with U.S. generally accepted accounting principles. In addition, such procedures should be adequate to determine whether the COALITION’s operations were conducted in compliance with legal and regulatory requirements including Florida Statutes, Federal Laws, and COALITION policies and procedures.
- b. Review of Internal Controls: The Vendor will review the COALITION’s internal controls and obtain an understanding of the COALITION’s operations in order to properly plan auditing procedures, identify areas of potential misstatements, and assess fraud risk. In addition, the Vendor may need to test internal controls to assess the extent the controls can be relied upon

in order to reduce testing procedures. Also, internal control testing will be required as part of the State and Federal single audits. Internal control management letter comments and reportable conditions shall be communicated in writing in accordance with Generally Accepted Auditing Standards (“GAAS”).

- c. Management Letter A letter from the selected Vendor will be issued for each year audited that will contain significant audit findings regarding the COALITION (“Management Letter”)
- d. Single Audit The required audits are to be conducted in accordance with GAAS, applicable auditing standards set forth in the Generally Accepted Government Auditing Standards (“GAGAS”) issued by the Comptroller General of the United States, the Federal Single Audit Act of 1984 (Public Law 98-502), the Federal Single Audit Act Amendments of 1996 (Public Law 104-156) and Office of Management (“OMB”) Uniform Grant Guidance (2 Code of Federal Regulations (“CFR”), Part 200), the Florida Single Audit Act (215.97 F.S. and Chapter 10.650, Rules of the Auditor General and Chapter 691-5, Rules of the Department of Financial Services) and the terms of DEL’s Annual Grant Agreement with the Early Learning Coalitions. In addition, the Vendor will prepare Federal Data Collection Form SF-SAC forms for submission.
- e. Audit Report: Independent Auditor’s report must include the following financial statements and reports:
 - Statement of Financial Position
 - Statement of Activities
 - Statement of Functional Expense
 - Statement of Cash Flow
 - Notes to the Financial Statements
 - Schedule of Prior Audit Findings
 - Schedule of Expenditures of Federal Awards and State Financial Assistance
 - Notes to the Schedule of Expenditures of Federal Awards and State Financial Assistance.
 - Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters based upon an Audit of Financial Statements performed in accordance with Government Auditing Standards
 - Results of Testing for COALITION Statewide Information System Monthly Reconciliation
 - Schedule of Audit Findings and Questioned Costs
 - Management Letter
 - Organization’s Response to the Management Letter
- f. Federal Audit Clearinghouse Submission: The Vendor will prepare the audit report and the SF-SAC for electronic submission to the Federal Audit Clearinghouse so that the COALITION can finalize submission within thirty (30) days after receipt of the final audit report or by March 31, whichever is earlier.
- g. Internal Control Workpapers: The Vendor shall provide the internal control work papers from

the audit for its records and for further submission to DEL within thirty (days) after receipt of the final audit report or by March 31, whichever is earlier.

- h. Tax Return: The Vendor will prepare the annual IRS Tax Form 990 Return of Organization Exempt from Income Tax and file return electronically by the annual filing deadline. The Vendor will be responsible for filing an extension to file the return if necessary.
- i. Retirement Plan Audit: The Vendor will audit the financial statements of the Plan as permitted by ERISA Section 103(a)(3)(C) Audit.
- j. Retirement Plan Audit Report: Independent Auditor's report must include the following financial statements and reports:
 - Statement of Net Assets Available for Benefits
 - Statement of Changes in Net Assets Available for Benefits
 - Schedule of Assets Held at the End of the Plan Year
 - Loans or Fixed Income Obligations in Default or Classified as Uncollectible
 - Reportable Transactions.
 - Nonexempt Transactions
 - Delinquent Participant Contributions
 - Management Letter
 - Organization's Response to the Management Letter
- k. Annual IRS/DOL Report Form 5500: The Vendor will prepare the Plan's Form 5500 including required schedules for the plan year and will file the Plan and Audit Report electronically by the annual filing deadline. The Vendor will be responsible for filing an extension to file the report if necessary.
- l. Presentation of Final Reports and Forms: The Vendor will present draft audit reports and filing forms to the members of the audit committee and Board upon request by the COALITION to analyze results and answer questions as applicable.
- m. Additional Services: The COALITION may determine that additional services are necessary and may engage the Vendor to perform those services. Additional services, if offered by the Vendor, may include but are not limited to:
 - Tax advisory services or assistance with matters before the IRS
 - Extended audit procedures
 - Extended review of internal controls
 - Technical Assistance to the Audit Committee or Staff

4. Required Annual Audit Calendar:

Period or Deadline	Service Required
October to December	Initial Financial Statement Audit Fieldwork
December to January	Expected Receipt of Federal Revenue Allocation Confirmation from DEL
January to February	Single Audit Testing and Preparation of Form 990
February to March	Audit Committee & Board Presentation
March 31	Clearinghouse filing Deadline
May 15	Form 990 filing Deadline
May to July	Retirement Plan Audit Fieldwork and Testing
August	Preparation of Form 5500
August to September	Audit Committee and Board Presentation of Retirement Audit
October 15	Filing Deadline for Form 5500 and Retirement Plan Audit Report:

D. Minimum Vendor Requirements:

- Qualified, able, and available to provide the services and products as requested.
- Certified Public Accounting Firm in good standing located and licensed to Practice in Florida
- Proven track record of providing the services for similar Federal and Florida Government Funded and Regulated 501C3 Entities of similar size.
- Able to provide services in their own locations and provide all needed materials and equipment.
- Eligible to receive Federal and State funding as required by law, regulation, COALITION funder contracts, program guidance and COALITION policy
- Signed Certification Affidavit attesting to compliance with Federal vendor eligibility requirements
- Completed IRS form W-9
- Certified Minority Owned or Veteran Owned Businesses (Preferred)

E. Fixed Fee Cost Proposal

Fixed fee cost proposals for each of the five (5) possible years of the contract cycle should be included for the following major deliverables. Vendors should take all estimated costs, discounts and expenses into account in their annual fixed fees:

1. Financial Statement Audit
2. Preparation of Form 990
3. Retirement Plan Audit
4. Preparation of Form 5500

Hourly fee costs proposals may be submitted for the following:

1. Tax advisory services unrelated to 990 or Form 5500 preparation or submission
2. Assistance with matters before the IRS unrelated to 990 or Form 5500 preparation or submission
3. Technical assistance on discreet matters for the Coalition members or staff.

F. Proposal Content Requirements and Checklist

- Coversheet including RFP Name, Number, Date of Submission and Vendor Contact email.
- Signed Certification Affidavit Form (Exhibit A)
- Proposal for services described in Section I(C)(3) (a-m) above including:
 - General description demonstrating the Vendor's understanding of the work to be performed and an affirmation that the Vendor is able and willing to deliver the services described in accordance with the required service calendar Section I(C)(4) above.
 - A description of the Vendor's plan for providing the services and their approach to:
 - a. Getting to know the COALITION's business, history and procedures
 - b. Documenting the internal control environment
 - c. Procedures for assessing fraud and other risk
 - d. Methods for evaluating and testing internal controls
 - e. Procedures for reporting fraud or irregularities
 - f. Philosophy and procedures for formulating management letter comments
 - g. Value added services including in the fixed fee cost proposal such as ad hoc technical assistance and feedback through the year or sponsored professional development opportunities for COALITION staff
- Firm Profile, Qualifications and Experience including (but not limited to)
 - a. Length of time in business in Broward County and whether the firm is local, regional or national
 - b. Description of the number and type of clientele served and services offered
 - c. Number of partners, managers, supervisors, seniors and staff members in the local office.
 - d. Experience and specializations of the firm and individual staff.
 - e. Individual audit team member profiles and qualifications
 - f. Prior Experience with Single Audits for Non-profits and governments
- The name and contact information of CFO, Finance Director or other responsible party from three current or recent clients within the Nonprofit area whose funding is similar to the COALITION.
- Copy of the firm's most recent peer review report
- Documentation of licensure to practice public accounting in the State of Fixed Cost Proposal as described in Section E above.
- Signed form W-9

The COALITION may request additional or supplemental documentation, affidavits, or other written evidence that your Vendor has all the necessary certifications, licenses and/or approvals or authorizations to deliver and/or provide the commodities and/or services stated in the RFP.

G. Submission Instructions and Timetable

1. Submission

Each entity or person who responds to this RFP (“Vendor”) shall submit copies or links to brochures or websites with a product description and a signed Cost Proposal and Certification Affidavit (collectively referred to as a “Proposal”) included as Exhibit A. of this solicitation **no later than July 19, 2024 at 5:00 PM**: Quotations should be emailed to rfp@elcbroward.org and include a contact name and email for correspondence. It is the responsibility of the Vendor to ensure that the Quotation arrives on time at the right location. Quotations and modifications to Quotations received after the time and date specified herein for Quotation submission will not be considered by the COALITION. Submissions by facsimile or delivery will not be accepted. Late Quotations will not be considered.

2. Timeline

RFP posted on COALITION Website	July 3, 2024 5:00 PM
Pre-Bid Conference	July 10, 2024 1:00 PM
Deadline for receipt of written questions	July 17, 2024 5:00 PM
Deadline for Electronic Submission of Proposals	July 19, 2024 5:00 PM
Rating Committee/Vendor Interviews	July 29, 2024 11:00 AM -3:00 PM
Award Notice Posted	September 10, 2024 5:00 PM

H. Evaluation Criteria

The COALITION’s Rating Committee will evaluate the proposals to make recommendations for selection in accordance with established evaluation criteria. The Rating Committee may request an interview with the Vendor to answer questions about a proposal. The Committee will select the Vendor who best conforms to the RFP and represents the best value to the COALITION. The COALITION will evaluate the responses, announce the award of the RFP, and begin contract negotiations for services. An Vendor’s response to this RFP should contain the Vendor’s best terms from a price and technical standpoint within the marketplace. If agreement on terms of service cannot be reached with the selected Vendor, COALITION shall negotiate with their next selection(s) until an agreement is reached with the Vendor. At any time during the negotiations, COALITION may modify the choice of a selected Vendor if determined to be in the best interest of COALITION. Notwithstanding the foregoing, the COALITION reserves the right to conduct discussions with Vendors if later determined by the COALITION to be necessary.

COALITION further reserves the right before recommending any award to inspect the facilities, agency, and financial condition or take any other action necessary to determine the ability to perform the work in accordance with specifications, terms, and conditions.

The evaluation will be based on the following criteria:

Service Delivery Plan and Approach	40%
Vendor Qualifications and Track Record	40%
Cost Proposal	20%
Total	100%

I. Prohibition on Lobbying

The COALITION shall not award a contract to an organization, person, or entity which has hired a person, whether directly or indirectly, or consented to or acquiesced in the employment of a person, whose principal responsibilities are to lobby a member of the COALITION on behalf of the organization, person, or entity which seeks to become a Vendor to the COALITION. Subject to the foregoing, an officer, director, official, principal, or bona fide employee of an organization, person or entity seeking to become a Vendor may engage in lobbying without payment of any compensation or reimbursement of expenses for such lobbying, whether directly or indirectly. No monies paid by the COALITION shall be used by a Vendor agency to hire a lobbyist or to supplant any funds which would allow for the funding of a lobbyist. Any Vendor or lobbyist for Vendor, paid or unpaid, is prohibited from having any private communication concerning any procurement process or any response to a procurement process with any COALITION staff or rating committee members after the issuance of a Vendor opportunity and until completion of contract or purchase order. A proposal from any organization will be disqualified if the Vendor or a lobbyist for the Vendor, paid or unpaid, violates this condition of the procurement process.

J. Conflict of Interest

All Vendors must disclose the name of any officer, director or agency who is also an employee or Board member of the COALITION. All respondents must disclose the name of any COALITION employee or Board member who owns, directly or indirectly, any interest in the respondent's business or any of its branches. Such disclosure must be submitted as a cover letter included with the Quotation Form, no later than the proposal deadline.

K. Public Information

All submitted Proposals, and information included therein or attached thereto shall become public record in accordance with Chapter 119, Florida Statutes, unless excluded under RFP, Section III.G, (Public Records, Trade Secrets). The only contact person with respect to any or all aspects of this RFP is Christine Klima, Chief Administrative Officer; RFP@ELCbroward.org.

L. Cone Of Silence - Limitations on Contacting COALITION Personnel/Others.

Effective as of the issuance of this RFP and ending at the end of the 72-hour period following the posting of the COALITION's Notice of Intended Award, excluding Saturdays, Sundays and state holidays, respondents to this RFP or persons acting on their behalf may not contact, and/or discuss, with any member of the COALITION's Board, Rating Committee, Evaluation Team or COALITION Staff, any matter that pertains to this RFP, except in writing with the person identified in **Section I. K (Public Information) of this RFP**, or at

any publicly noticed meetings of the COALITION during which this RFP will be discussed, or as otherwise provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

M. Notice of Award

The COALITION anticipates awarding one or more Vendors whose proposal is determined to be the most advantageous to the COALITION and its clients; taking the price and the other criteria set forth in this RFP into consideration. The COALITION will electronically post a Notice of Intended Award at the COALITION's website following the COALITION Board's selection of the Successful Vendor. If the Notice of Intended Award is delayed, in lieu of posting the Notice of Intended Award, the COALITION will post a notice of the delay and a revised date for posting the Notice of Intended Award.

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Section II: Terms, Conditions and other Requirements

A. Vendor Award and Agreement

Vendor Agreement: An Agreement for services will be negotiated after the award for any work to be performed or products purchased as result of this RFP. The RFP, the Proposal, and the resulting Agreement will constitute the complete Agreement between Vendor and COALITION.

Breach of RFP and Cancellation of Award: In the event any of the provisions of the RFP are violated by the successful Vendor during the RFP process or subsequent to award, but prior to execution of an Agreement between the COALITION and the successful Vendor, the CEO, or their designee may give written notice to the successful Vendor stating the deficiencies if such deficiencies are capable of being corrected pursuant to the terms and conditions of the RFP. Unless the deficiencies are corrected within ten (10) days, a recommendation will be made to the COALITION for immediate cancellation of the award of the RFP. Upon cancellation of the award of the RFP, COALITION may pursue any and all legal remedies as provided herein and by law.

Notwithstanding the foregoing, COALITION reserves the right to terminate the award of the RFP or reject a proposal without cause at any time (including but not limited to subsequent to the execution of any Purchase Order arising from the award of the RFP with the successful Vendor) with written notice to the successful or offending Vendor, whichever is applicable, if said Vendor has violated the terms and conditions of the RFP. If said Agreement should be terminated without cause, COALITION will be relieved of all obligations under said Agreement. COALITION will only be required to pay to the Vendor that amount of the Agreement services actually performed to the date of termination.

B. Addenda

The COALITION has the absolute right to cancel, amend, modify, supplement or clarify this RFP at any time in its sole discretion. If any revisions become necessary or appropriate, as determined in the sole discretion of the COALITION, the COALITION will post the same on its website. Any addendum issued by the COALITION will include a receipt acknowledgment, which must be executed and submitted to the COALITION along with the Quote on the date sealed Quotes are due to the COALITION. All Vendors should contact the COALITION's contact person for this solicitation as set forth in Section I. H (Public Information) of this RFP, in addition to reviewing the website before the RFP deadline to ascertain whether any addenda have been issued. Failure to do so could result in a determination that the Proposal is non-responsive.

C. Acceptance/Rejection of Proposals and Waiver of Irregularities

The COALITION reserves the right, at its sole discretion to reject any and all Proposals, and/or to re-advertise, to waive any minor defects, irregularities, informalities, or technicalities therein, to negotiate contract terms with the Successful Vendor, to disregard minor non-conforming or non-responsive parts of a Proposal, or to accept any Proposal which, in the COALITION's sole judgment will best serve its interests and the interests of the children and families of Broward County.

The COALITION may supplement, amend, modify and/or expand the solicitation requirements, request a clarification or other information, accept Quotes from one or more Vendors, in whole or in part, award only

a portion of this solicitation, and award this solicitation to more than one Vendor. The COALITION reserves the right, before awarding the contract, to require Vendor(s) to submit evidence of qualifications or any other information COALITION may deem necessary. The COALITION further reserves the right to cancel this RFP solicitation at any time without any liability and to cancel the award of any contract at any time before execution of said contract by all parties without any liability to the COALITION.

The COALITION reserves the right to award more than one Agreement for any area, combining the offering, or parts thereof, of one or more Vendors. In consideration of the COALITION's evaluation of submitted proposals, the Vendor, by submitting its Proposal, expressly waives any claim to damages, of any kind whatsoever, in the event the COALITION exercises its rights provided for in this RFP.

D. Tax Exemptions

COALITION is exempt from federal and state taxes for tangible personal property, sales taxes, and intangible taxes. Vendor(s) doing business with COALITION will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the COALITION, nor will any Vendor be authorized to use the COALITION's tax exemption number in securing such materials.

E. Legal Requirements

It shall be the responsibility of the Vendor to be knowledgeable and comply with all applicable federal, state, county and local laws, ordinances, rules, regulations and/or orders of any public authority or agency which includes but is not limited to the COALITION's most current funding agreement ("Grant Agreement") that may, in any manner, affect the items covered in this RFP. Lack of knowledge by the Vendor(s) regarding any laws or the Grant Agreement will in no way be a cause for relief from responsibility. The Vendor shall ensure that it, and all of its contractors and subcontractors of any tier, shall be properly licensed and certified continuously throughout the duration of all work performed and services provided in accordance with the resulting contract. All such licensing and certification shall be at the sole cost of each contractor and subcontractor. Within three (3) business days of a request, the Vendor shall furnish to the COALITION copies of any licenses, permits or certifications required to comply with any law, rule, or other requirement.

F. Disqualification

The Proposal and the Vendor shall be disqualified if:

1. The Vendor or affiliate has been placed in the discriminatory, convicted, or scrutinized company vendor list pursuant to Sections 287.133, 287.134, or 287.135 of the Florida Statutes.
2. The Vendor or affiliate has not complied with an official order of any agency of the State of Florida or the United States Department of Labor to repay disallowed costs incurred during its conduct or projects or services.
3. The Vendor or affiliate has failed to perform any contractual obligations, whether past or present, with the COALITION in a manner satisfactory to the COALITION; or has failed to correct unsatisfactory performance, whether past or present, to the satisfaction of the COALITION.

4. The Vendor or affiliate had a contract terminated by the COALITION, by any other COALITION or Florida state agency for cause.
5. The Vendor or affiliate or any of its staff have participated in the development of the RFP documents for this Solicitation.
6. The Vendor or affiliate fails to comply with the mandatory requirements as set forth in this RFP.
7. The Vendor or affiliate or agent of the Vendor or any of its staff make contact in violation of the provisions of the Cone of Silence as set forth in this RFP.

G. No Discrimination

The COALITION, in accordance with Title VII of the Civil Rights Act of 1964, ensures that any contract entered into pursuant to this RFP, minority business enterprises will be afforded full opportunity to submit a Quote and will not be discriminated against on the grounds of race, creed, color, sexual orientation, disability, age or national origin in consideration of award with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

H. Cost of Preparation of Proposal

The COALITION is not liable for any costs incurred by Vendor in responding to this Request for Proposal.

I. Default

In the event that the Vendor should breach the RFP or the resulting Agreement upon any award to a successful Vendor, whichever is applicable, such breach shall be considered a default thereunder and the COALITION reserves the right to seek remedies in law and/or in equity. Default will also result in removal from the applicable federal, state, and local bidders/respondents list for a period of three (3) years.

J. Public Records, Trade Secret and Confidential Materials

Article 1, Section 24 of the Florida Constitution and Chapter 119, Fla. Stat., guarantees every person access to all public records. All information contained within each Proposal submitted to the COALITION pursuant to this RFP is part of the public domain, consistent with Chapter, 119, Florida Statutes. The Vendor must invoke the exemptions to disclosure provided by law in their Proposals, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and state the reason, in writing, why the exclusion from public disclosure is necessary. All Proposals will be open for public inspection in accordance with Chapter 119, Florida Statutes, except for any information that qualifies as exempt information under Florida Statutes, and which has been identified by the Vendor. The COALITION will attempt to afford protection from disclosure of any trade secret as defined in Section 812.081, Florida Statutes, where Vendor identifies it as such in its response to this RFP, to the extent permitted under Section 815.04, Florida Statutes.

Any prospective Vendor acknowledges, however, that the protection afforded by Section 815.04, Florida Statutes, is incomplete, and it is hereby agreed by the Vendor and the COALITION that no right or remedy

for damages arises from any disclosure. Vendor agrees that no right or remedy shall be had against the COALITION that arises from any disclosure made by COALITION herein, in good faith, pursuant to Chapter 119, Florida Statutes. Further, Vendor agrees that it shall indemnify, defend, and hold the COALITION harmless from and against any losses, expenses, liabilities, costs, (including court costs and reasonable attorney's fees and costs), claims or actions by a third party that relates to Vendor's claimed exemptions herein.

If the proposal 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 Vendor does not wish to become public record, the following statement should be included in the proposal:

"Trade Secrets" as defined by Section 812.081, Florida Statutes, or other confidential materials contained on applicable pages of this proposal shall not be used or disclosed, except for evaluation purposes. However, if a contract is awarded as a result of the RFP, 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 or law, whichever is applicable. This restriction does not limit the COALITION's right to use or disclose the information designated as trade secrets or confidential which is obtained from another source.

Any exemption claimed will be limited to the pertinent data/documents and must be supported by a state or federal statutory exemption. Notwithstanding anything to the contrary, nothing contained in the proposal 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 or does not statutorily qualify as a trade secret or confidential information. By submitting a Proposal, the Vendor 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.

K. Dispute Resolution/Protest

1. Protest Process

A Vendor may dispute or protest an award of the RFP by utilizing the following guidelines. By submitting a Proposal in response to this RFP, the Vendor waives the ability to pursue any disputes or other proceedings pursuant to Chapter 120, Florida Statutes and shall comply with the following COALITION's Protest Process for this RFP as stated below:

- a. A Notice of Intent to Protest, after award, must be submitted within three (3) business days after the posting of the Notice of Intended Award. Failure to timely file a Notice of Intent Protest before the award of a contract to a Successful Vendor shall forever bar the protesting Vendor from raising any issues related to, concerning, or arising from the RFP (including the COALITION's handling of

the RFP) after award of the contract to the Successful Vendor and no further action will be taken by the COALITION on the Notice of Intent to Award.

- b. The COALITION shall contact the protesting Vendor and work to resolve the protest by mutual agreement between the COALITION and the protesting Vendor within five (5) business days of receipt of the written Notice of Intent to Protest (“Resolution Period”). If the Notice of Intent to Protest is not informally resolved between the protesting Vendor and the COALITION within the Resolution Period, the protesting Vendor may file a formal written Notice of Protest with the COALITION’s Chief Executive Officer describing, in detail, the following: (i) the reason(s) and nature of the protest (ii) the violation, if any, of any applicable laws and/or terms and conditions of the RFP and (iii) the proposed resolution of the protest. A Notice of Protest must be forward to the COALITION within three (3) business days of the last day of the Resolution Period. The Vendor shall also forward at the time of the filing of the Notice of Protest all relevant materials, documents data or other information to the Dispute Resolution Committee that the Vendor believes supports its protest for review and consideration. Failure to forward such supporting documents or information will result in said documents or information not being considered by the Dispute Resolution Committee in evaluating the Vendor’s protest. Failure to timely file a Notice of Protest within the time period stated herein shall forever bar the protesting Vendor from raising any issues related to, concerning or arising from the RFP (including the COALITION’s handling of the RFP) and no further action will be taken by the COALITION on the Notice of Protest.

- c. Within five business (5) days of the submission of a timely Notice of Protest (“Hearing Period”), the COALITION shall convene a committee meeting composed of COALITION staff and/or, if available, board member(s) to hear the formal protest of the protesting Vendor (“Dispute Resolution Committee”) and recommend a course of action to the COALITION’s CEO. If board members are not available during the Hearing Period, the Dispute Resolution Committee may consist solely of COALITION staff. The protesting Vendor or its representative will be required to attend the scheduled committee meeting, or its formal protest will be dismissed by the Dispute Resolution Committee and no further action will be taken on said protest. The COALITION’s legal representative may be present to advise the Dispute Resolution Committee regarding hearing procedures and legal issues. The Dispute Resolution Committee reserves the right to invite and/or accept information from third parties (including, but not limited those parties that may be affected by the recommendations or decisions of the Dispute Resolution Committee or the COALITION’s CEO) .

The Dispute Resolution Committee will hear the arguments or statements of the Vendor, its witnesses (if applicable), as well as any other parties that have been directly noticed or requested via U.S. Mail, hand delivery or email by the committee to attend the committee meeting. The Dispute Resolution Committee will have two (2) business days from the day of the committee meeting to forward a recommendation to the CEO or their acting designee (if CEO is unavailable) regarding the Vendor’s protest. The Committee, at its sole discretion, may extend the time to forward its recommendation to the CEO or their acting designee (if CEO is unavailable), however,

in no event shall such time frame extend beyond (5) business days from the day of the committee meeting.

- c. The CEO or its acting designee (if CEO is unavailable) shall have three (3) business days from the receipt of the recommendation of the Dispute Resolution Committee to make a final written decision regarding the Vendor's protest. If it is determined that the solicitation or award is in violation of law, the solicitation or award shall be canceled or revised. If it is determined that the solicitation or award should be upheld, the Chief Executive Officer shall promptly issue a decision in writing stating the reason for the action with a copy furnished to the protesting Vendor. The decision of the Chief Executive Officer shall be final and conclusive as to the COALITION and to the protesting Vendor. The CEO, at its sole discretion, may extend the time for final determination by written notice to the protesting Vendor however, in no event shall such time frame extend beyond (5) business days from receipt of the final recommendation of the Dispute Resolution Committee.

Nothing in this policy is intended to affect the power of the COALITION'S Board to settle actions pending before the courts. In the event of a timely protest, the COALITION shall not proceed further with the solicitation or with the pending award of the contract until a ruling is made on the protest unless the COALITION, with the advice of the COALITION's attorney, makes a determination that the award of a contract resulting from the RFP, without delay, is necessary to protect the substantial or financial interests of the COALITION. If, in the sole determination of the COALITION, that a dispute may result in a delay or interruption of services to clients or operations of the COALITION, it reserves the right to contract with a contractor of choice on an interim basis to ensure the delivery of service or continuance of operations until the protest dispute is resolved. The disputed dollar amount will be earmarked until the protest is resolved. All other funds shall be available for distribution.

ALL NOTICES, PROTESTS AND FILING OF INFORMATION OR SUPPORTING DOCUMENTS AS STATED IN THIS SECTION II. K MUST BE SENT TO AT THE ADDRESS AND CONTACT PERSON LISTED IN SECTION I OF THIS RFP,

2. Bond

- a. Any Vendor who files a protest shall post with COALITION, at the time of filing the formal written protest, a bond secured by an acceptable surety in Florida, payable to COALITION in an amount equal to one percent (1%) of the COALITION's estimate of the dollar value of the proposed contract, which bond shall be conditioned upon the payment of all costs which may be adjudged against the Vendor in which the action is brought.
- b. If, after completion of the protest process and the COALITION prevails, it shall be entitled to recover all costs and charges associated with attorney's fees. Upon payment of such costs and charges by the person protesting the decision, or intended decision or contract award, the bond shall be returned to the firm.

EXHIBIT A
CERTIFICATION AFFIDAVIT

DIRECTIONS: BY ATTESTING TO THIS FORM, THE VENDOR AGREES TO COMPLY WITH ALL SECTIONS

1. APPLICATION ACCURACY

Vendor certifies 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 and state statutes.

2. PROHIBITION ON LOBBYING

Vendors are hereby advised, and agree to comply with the Early Learning Coalition of Broward County's ("COALITION") adopted prohibition on lobbying:

The COALITION shall not award funding to an organization, person or entity which has hired a person, whether directly or indirectly, who receives payment or economic consideration for the purpose of lobbying. Additionally, the COALITION shall not award funding to an organization, person, or entity which has consented to or acquiesced in the employment of a person whose principal responsibilities are to lobby a member of the COALITION on behalf of the organization, person, or entity which seeks funding from the COALITION. Subject to the foregoing, an officer, director, official, principal or bona fide employee of an organization, person, or entity seeking funding may engage in lobbying without payment of any compensation or reimbursement of expenses for such lobbying, whether directly or indirectly.

No monies granted by the COALITION shall be used by a provider agency to hire a lobbyist or to supplant any funds which would allow for the funding of a lobbyist.

Any Vendor or lobbyist, paid or unpaid, for an Vendor is prohibited from having any private communication concerning any procurement process or any response to a procurement process with any COALITION Board Member or the CEO after the issuance of a funding opportunity and until completion of contract award. A proposal from any organization will be disqualified when the Vendor of a lobbyist, paid or unpaid, for the Vendor violates this condition of the procurement process.

3. CONFLICT OF INTEREST

Vendors are hereby advised, and agree to comply with the COALITION's adopted conflict of interest regulations:

All Vendors must disclose the name of any officer, director or agency who is also an employee of the COALITION. All Vendors must disclose the name of any COALITION employee who owns, directly or

indirectly, any interest in the Vendors' business or any of its branches. Such disclosure must be submitted as a cover letter included with the Application for Funding, addressed to the COALITION Chair, no later than the proposal deadline.

4. AGENCY CERTIFICATION

I, the undersigned Vendor, hereby attest that the following policies, procedures, regulations, and documentation are in effect:

- a. Equal Employment Opportunity
- b. Certified Minority Business Enterprise (if applicable)
- c. Small Disadvantaged Business Enterprise Policy (if applicable)
- d. Americans with Disabilities Act Policy
- e. Drug Free Workplace Policy

5. PUBLIC ENTITY CRIME AFFIDAVIT

- a. I understand that a "public entity crime as defined in Paragraph 287.133(1)(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 or with an 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.
- b. I understand that "convicted" or "conviction" as defined in Paragraph 287.1 33(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- c. I understand that an "affiliate" as defined in Paragraph 287.1C3(a)(a), 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 public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of affiliate.
 - The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment of 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.
- d. I understand that a "person" as defined in Paragraph 287.1330 (e), 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 bids 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.

e. 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 statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this 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 has been proceeding 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. (Please attach a copy of the final order).
 - 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 with the Department of General Services).

VENDOR NAME AND ADDRESS:

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