

## **Customer Relationship Management Platform**

The procurement and purchase of a Customer Relationship Management (CRM) platform will advance the Early Learning Coalition's efficiency in the handling of the various programs. Creating opportunities to streamline current systems is critical to future success of all programs and initiatives. Currently the Coalition interacts with a total of 9 different data systems, many of them on a daily basis. These systems do not fully integrate with each other creating the need for Coalition staff to create data tracking spreadsheets to ensure state and federal compliance.

### **Benefits of a Customer Relationship Management platform:**

- Improved customer service, internal and external
- Detailed analytics across programs
- Higher productivity and efficiency
- Centralized database of information
- Managed communications with parents, providers and community partners
- Improved program segmentation
- Automated reports
- Streamlined internal communications across departments

### **Opportunities for automation with CRM – by ELC Department**

#### **Administration Department**

- Mini Grants
- ARPA Provider Grants
- Contract Administration
- ELC Contract Builder
- Policy & Procedure Library
- Community Partner Contact List
- Internal/External Communication
- Scorecard (future)
- Travel Request Ticket System
- Equipment/Inventory Tracking

#### **Finance Department/HR**

- Vendors
- Procurements
- Purchase Orders
- Project Reporting
- New Hire Onboarding/Employee Termination
- School Readiness Match Campaign Data
- Grants
- Delivery Acceptance

#### **Family Services Department**

- Childcare Referral Tracking/Support
- Provider Profile Listing/Location Mapping
- Redetermination Reporting Data
- Open Enrollment Tracking
- Project Reporting

- Eligibility Documentation Support
- Family Services Task List Support
- Interoffice Referral
- Complaint Management

#### **Compliance Department**

- SR Contract Monitoring
  - VPK Contract Monitoring
  - Non Compliance Tracking
  - Contract Termination Tracking
  - Technical Assistance Tracking
  - Provider Visit/Onsite TA Management
  - ELC Quality Assurance/Contract Management
  - SR/VPK Child File Monitoring
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- ELC State and Federal Deliverable Tracking

#### **Quality Department**

- ASQ Developmental Screening Support
- QRIS/CSSR Program Support
- Online Application for Quality Programs
- CLASS Support
- Professional Development Module
- Training Database
- Help Me Grow Program Support
- Training and Technical Support Request
- Provider Visit/Onsite TA Management
- Inclusion Referral Tracking and Support

#### **ELC Actions Taken**

- Request for Proposal – Released December 8, 2022 – Posted on ELC Website
- Deadline to Submit – December 19, 2022
- Solicited a response from Social Solutions (Apricot), TCC & Webauthor



Uniform Guidance Request for Proposal for a Database Management System

For the period

Dates Available: December 8, 2022 - December 19, 2022

Closing Date and Time: December 19, 2022 at 4:00 PM

Inquiries and proposals should be directed to:

Josef Izquierdo

Data Integrity Specialist

Early Learning Coalition of Marion County

2300 SW 17th RD

Ocala, FL 34471

[IT@elc-marion.org](mailto:IT@elc-marion.org)

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## **SECTION I – INTRODUCTION**

### **1.1 Introduction**

The Early Learning Coalition of Marion County (the Coalition) invites companies to submit proposals for providing a Database Management System outlined in the Scope of Services to the Early Learning Coalition of Marion County offices located in Marion County. In order to be considered, written proposals using the format described herein must be received by 4:00 P.M. Eastern Standard Time December 19, 2022, at the Early Learning Coalition of Marion County office at 2300 SW 17th Rd, Ocala, FL, 34471.

### **1.2 Background**

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

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

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

In early 2005, the State passed Voluntary Pre-Kindergarten (VPK) legislation, which placed local responsibility for the VPK program with the local school readiness coalitions. The coalitions have been renamed “Early Learning Coalitions” to reflect their greater role in meeting the early care and education needs of children and their families. To date, through the merging of Coalitions, there are now 30 Early Learning Coalitions throughout the state. Coalitions now fall under the direction and funding of Florida’s Division of Early Learning (FDEL), 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 Marion 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 Child Care combined is over \$20 million. We normally have between 100 and 150 active childcare providers. This budget is funded by 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 procure a contract for a Database Management System that offers customer relationship management to provide the most advantageous solution for the Early Learning Coalition of Marion County. The agreement shall be for a 12-month period with the option for renewal.

### **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 Josef Izquierdo, Data Integrity Specialist and he can be reached via e-mail at [IT@elc-marion.org](mailto:IT@elc-marion.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 Services to be provided**

The Coalition is seeking to consolidate Coalition tracking, monitoring and data management systems into a single database management system. The system must meet the needs of the Coalition and encompass the ability to adapt to changes in state or local requirements. All proposals must also include, but not be limited to, training for Coalition staff, administrative rights to the database, multiple user roles, access for concurrent users, robust reporting capabilities, data backup for redundancy, project management for implementation of the database system, testing to ensure correct functionality of the system, and ongoing support and technical assistance.

### **2.2 Compensation**

The method of compensation will be based on a valid proposal that provides the outlined requirement for a valid database management software.

### **2.3 Time Requirements**

The company is expected to follow the contracted timeline and to not disrupt operating business hours.

### **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:

- 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, electronic 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 [IT@elc-marion.org](mailto:IT@elc-marion.org) with the RFP number and name in the subject line. Please include the name, address, telephone, fax and email address of the company (firm) and contact person. Please include a completed Attachment A & B with the email.

#### 3.2.1 Application Timetable

Dates Advertised/Available: December 8, 2022 – December 19, 2022

Deadline for Receipt of Written Questions: December 12, 2022

Deadline for Answers to Contractor Questions: December 15, 2022

Deadline for Receipt of Proposals: December 19, 2022 at 4:00 PM

#### 3.3.1 Evaluation Process

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

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

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

#### 3.4.1 Evaluation Criteria

Each proposal will be evaluated based on the following criteria, which are listed in their order of importance:

- Database Platform Functionality

- Expertise of Personnel
- Project Experience
- Availability of Resources
- Overhead and Profit Rates- Project Management Personnel Rates
- Total Project Cost

### **3.2 Proposed Contract Terms and Administrative Rules**

In the event any of the provisions of this proposal are violated by the company, the Chief Executive Officer or a designee will give written notice to the company stating the deficiencies. The company will have 10 days to correct the deficiencies. If the company does not make the corrections within 10 days, then recommendation will be made for immediate cancellation of the contract. If the contract is cancelled, the Coalition may pursue any and all legal remedies as provided herein and by law.

The Coalition reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving 30 days' prior written notice to the other party. If the contract should be terminated without cause the Coalition will be relieved of all obligations under the contract. The Coalition would only be required to pay the company for contract services actually performed as of the date of termination. Access to any and all accounting records, tax returns, tax return work papers and audit work papers will be provided to the Coalition immediately after the termination of the contract, at no additional charge.

The company will have the option to terminate the contract without cause, upon successful completion of 12 months. Cancellation of the contract by the company may result in removal of the company from consideration for future opportunities to contract with the Coalition for a period of three (3) years.

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

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

## **SECTION IV – TERMS, CONDITIONS AND OTHER REQUIREMENTS**

### **4.1 Federal and State Tax**

The Coalition is exempt from federal taxes; in addition, the Coalition is exempt from State and County tangible personal property taxes, sales taxes, and intangible taxes. The Coalition's Chief Executive Officer will sign an exemption certificate submitted by the successful company. The company doing business with the Coalition will not be exempt 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 company 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)
- Use of E-Verify system to confirm immigration status of all employees and subcontractors (State of Florida Executive Order Number 11-116)

## 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 electronic 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 Marion County  
Attn: Josef Izquierdo, Data Integrity Specialist  
2300 SW 17th Rd  
Ocala, FL 34471

Dear Mr. Izquierdo:

We have read The Early Learning Coalition of Marion 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: \_\_\_\_\_



**General Assurances and Certifications**  
**VENDOR**

The Early Learning Coalition of Marion County, Inc. (ELCMC) is funded by Division of Early Learning, which requires “General Assurances” that must be signed by all agencies and organizations that receive federal or state funds. This is required by:

- Applicable regulations of other federal agencies.
- State laws and regulations pertaining to the expenditure of state funds.

NOTE: Certain of these Assurances may not be applicable to the Vendor’s project or program. If you have questions, please contact ELCMC.

**A. ASSURANCES – NON-CONSTRUCTION PROGRAMS.**

As the duly authorized representative of the Vendor, I certify that the Vendor:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay for the non-Federal share of project cost) to ensure proper planning, management and completion of the Agreement.
2. Will give the ELCMC, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or ELCMC directives.
3. Will establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the ELCMC.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728 – 4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM’s Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
7. Will comply with, or has already complied with, the requirements of titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333) regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the ELCMC in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other federal laws, executive order, regulations and policies governing this program.

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

The prospective Vendor, through the duly appointed undersigned representative, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or ELCMC. The Federal Excluded Parties list is currently located at [www.epls.gov](http://www.epls.gov) and also available passing through the Florida Department of Management Services website at [http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists/convicted\\_vendor\\_list](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list).
2. Have not, within a three-year period preceding the Agreement, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B.2. of this certification; and/or

4. Have not, within a three-year period preceding the Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the prospective Vendor is unable to certify to any of the statements in this certification, such prospective Vendor shall attach an explanation to the Agreement.

**C. CERTIFICATION REGARDING LOBBYING** – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned, as a duly authorized representative of the Vendor, certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence 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.

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 ELCMC, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

**D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 C.F.R. 98, Subpart F., the Vendor, through the duly appointed undersigned representative, attests and certifies that the Vendor will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
  - a. The dangers of drug abuse in the workplace.
  - b. The policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

The Vendor will inform the ELCMC of any changes relevant to the provisions of this section.

**E. CERTIFICATION REGARDING CONVICTED VENDOR LIST AND DISCRIMINATORY VENDOR LIST**

The Vendor hereby certifies, through the duly appointed undersigned representative, that neither it, nor any person or affiliate of the Vendor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list, or discriminatory vendor list pursuant to s. 287.134, Florida Statutes, all of which are located at [http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists/convicted\\_vendor\\_list](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list).

The Vendor understands and agrees that it is required to inform the ELCMC immediately upon any change of circumstances regarding this status.

**F. UNITED STATES DEPARTMENTS OF LABOR, HEALTH AND HUMAN SERVICES, AND EDUCATION AND RELATED AGENCIES APPROPRIATIONS ACT OF 1995**

In accordance with the Terms and Conditions of the United States Health and Human Services Administration for Children and Families Child Care and Development Fund, the Vendor shall comply with section 507, P.L. 103-333. To the extent practicable, all equipment and products purchased with funds made available in this Act should be American-Made.

#### **G. TRAFFICKING VICTIMS PROTECTION ACT OF 2000**

In accordance with the Terms and Conditions of the United States Health and Human Services Administration for Children and Families Child Care and Development Fund, the Vendor shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000. In each ELCMC award (i.e., grant or cooperative agreement) under which funding is provided to a private entity, section 106(g) of the Trafficking Victims Protection Act of 2000, as amended, requires the ELCMC to include a condition that authorizes the ELCMC to terminate the award, without penalty, if the recipient or a sub recipient (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or sub awards under the award.

#### **H. CERTIFICATION REGARDING STANDARDS OF CONDUCT**

The Vendor certifies that it shall comply with the provisions of the Health and Human Services Grants Policy Statement and **45 C.F.R. 92.36(b)(3)** regarding standards of conduct by establishing safeguards to prohibit employees and board members from using their positions for any purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

#### **I. CERTIFICATION PROHIBITING DISTRIBUTION OF FUNDS TO THE ASSOCIATION OF COMMUNITY ORGANIZATION FOR REFORM NOW (ACORN)**

In accordance with Public Law 111-117, no federal funds made available under the Early Learning Grant Agreement may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, no federal funds may be provided to any covered organization as defined in H.R. 3571, the Defund ACORN Act.

#### **J. Certification regarding Equal Employment Opportunity (E.E.O.)**

The Vendor agrees that it shall comply with Executive Order (E.O.) No. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp. p. 339), September 24, 1965, as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," of October 13, 1967, and as supplemented by Department of Labor regulations (41 CFR part 60), "Office of Federal Compliance Programs, Equal Opportunity, Department of Labor". See 45 CFR 92.36(i)(3).

**SUBMISSION CRITERIA FOR RFP 2022 DATABASE MANAGEMENT SYSTEM  
CUSTOMER RELATIONSHIP MANAGER SOFTWARE**

**Proposer Name:**

\_\_\_\_\_

*(Legal name from Application Page)*

**SECTION A: FATAL CRITERIA**

	Coalition Check (v)	
1. The Letter of Certification was received as specified in the solicitation.	YES	NO
2. The application was received or postmarked by <b>4:00 p.m. on Friday, December 19, 2022 (EST)</b> which was the time and date specified in the solicitation.	YES	NO

**If all responses to Section A are “yes”, continue to next section. If one or more are “no”, the response/ application is disqualified. No further evaluation is to be done.**

**SECTION B: ASSURANCES AND CERTIFICATIONS:**

	Coalition Check (v)	
1. Was the Original application submitted by a duly authorized officer of the applying organization?	YES	NO
2. Was the Letter of Certification signed by a duly authorized officer of the applying organization form indicating the total number of pages in the application and budgets for the periods requested? (Attachment A)	YES	NO
3. Did the response include the signed Certifications and Assurances form? (Attachment B)	YES	NO

**FOR Coalition use ONLY**

Name of Reviewer: \_\_\_\_\_

Date Received: \_\_\_\_\_ Time Received: \_\_\_\_\_

Delivery Method:  Hand delivered to Coalition  Received via US Mail/Fed Ex/UPS

Postmarked Date (if applicable): \_\_\_\_\_  Electronic