



## REQUEST FOR PROPOSAL FOR Database Consulting Services

**RFP # 2026-002**

ISSUED ON MAY 12, 2026

INTENT TO AWARD TO BE ISSUED NO LATER THAN June 4, 2026

**RESPONSES DUE BY: May 19, 2026.**

**NO LATER THAN 5:00 P.M. EASTERN STANDARD TIME**

**Please direct all questions and inquiries to**

ATTN: Procurement RE: RFP # 2026-002

Email: [fiscal-invoices@elcalachua.org](mailto:fiscal-invoices@elcalachua.org)

**Please mail sealed Proposals to:**

**Early Learning Coalition of Alachua County**

ATTN: Procurement RE: RFP # 2026-002

Address: 201 SE 2<sup>nd</sup> Avenue, Suite 201

Gainesville FL, 32601

Phone: 325-375-4110 Fax: 352-663-9748

Website : [elcalachua.org](http://elcalachua.org)

ANY ALTERATION OF THE LANGUAGE OF THIS RFP OR ANY REPRESENTATION OF MODIFIED LANGUAGE AS THE OFFICIALLY RELEASED RFP WILL NOT BE PERMITTED AND WILL BE SUFFICIENT CAUSE FOR REJECTION OF A PROPOSAL. IN CASE OF ANY DISPUTE CONCERNING THE TERMS OR LANGUAGE IN THIS DOCUMENT, THE COALITION PRINTED FILE COPY OF THIS RFP WILL PREVAIL

## SCHEDULE OF EVENTS AND DEADLINES \*

| ACTIVITY  | DATE   | TIME  | ADDRESS/METHOD  |
|---|--|---|---|
| Request for Proposal Advertised   | Tuesday, May 12, 2026  | 12:00 PM EST                                    | elcalachua.org  |
| Request for Proposal Advertised   | Tuesday, May 12, 2026  | 12:00 pm EST                                    | Gainesville sun Legal ads   |
| Written inquiries/questions must be received by the Coalition   | Monday, May 18, 2026   | 5:00 PM EST                                     | 201 SE 2 <sup>nd</sup> Ave Ste 201<br>Gainesville FL, 32601<br>Or email: <a href="mailto:fiscal-invoices@elcalachua.org">fiscal-invoices@elcalachua.org</a> |
| Coalition issues written responses to inquiries <b>on website</b>   | Wednesday, May 20, 2026  | 9:00 AM EST                                     | elcalachua.org<br><br>Posted to the public  |
| Sealed Proposals must be received by Coalition – <b>Late submissions will not be accepted</b>                           | Tuesday, May 26, 2026<br><b>(This solicitation will be posted for a minimum of 14 days posting period)</b> | 5:00 PM EST                                     | 201 SE 2 <sup>nd</sup> Ave Ste 201 Gainesville FL, 32601  |
| Meeting of Evaluation Committee   | Tuesday, June 2, 2026  | 5:00 PM EST                                     | 201 SE 2 <sup>nd</sup> Ave Ste 201 Gainesville FL, 32601  |
| Posting of Intent to Award / Protest Period <b>The Coalition will post the Notice of Intent to Award on its website</b> | Tuesday, June 4-8, 2026  | For 72 hours (excluding weekends, and holidays) | elcalachua.org<br>Posted to public  |
| Approval by Board of Directors / Executive Committee  | Thursday, June 11, 2026  | 5:00 PM EST                                     | 201 SE 2 <sup>nd</sup> Ave Ste 201 Gainesville FL, 32601  |
| Contract Finalized and Executed   | June 16, 2026  | 5:00 PM EST                                     | Contract signed and executed/<br>Purchase Order Issued  |

\* **INFORMATION WILL NOT BE PROVIDED BY TELEPHONE.** Any information received through oral communication shall not be binding on the Coalition and shall not be relied upon by any respondent.

Note: From the date of issuance of RFP #2026-001 until final award, respondents shall not contact any Coalition staff, Board member, or evaluation committee member regarding this solicitation, except for the designated point of contact.

### Point of Contact:

The point of contact for the purpose of this RFP is:

**Dante Johnson**

Fiscal Coordinator

Email: [Fiscal-Invoices@elcalachua.org](mailto:Fiscal-Invoices@elcalachua.org)

**Early Learning Coalition of Alachua County  
Request for Proposal (RFP) for Database Consulting Services**

## **I. Introduction**

The EARLY LEARNING COALITION OF ALACHUA COUNTY (Coalition) located at 201 SE 2<sup>nd</sup> Avenue, Suite 201 Gainesville, FL 32601 is seeking proposals from qualified data systems consultant, developer and project manager outlined in the Scope of Services to the Early Learning Coalition of Alachua County offices located in Alachua County.

The Coalition is a not-for-profit corporation organized under the laws of the State of Florida and has been determined exempt by the Internal Revenue Service under the provision of IRS Code, Section 501(c)(3). The Florida Office of Early Learning has certified the Coalition as a local early learning coalition for the purposes of implementing programs authorized by Florida Statute Chapter 1002. Our principal function is the provision of oversight, and policy guidance to the early childhood School Readiness and Voluntary Prekindergarten Education systems in Alachua County, Florida.

## **II. Statement of Work**

### **I. General Information**

The objective of this Request for Proposals (“RFP”) ELC is to procure a contract for a software consultant to improve the digital infrastructure, optimize workflow and enhance reporting capabilities of ELC. The agreement shall be through June 30, 2027 with an option for renewal.

### **II. Services to be Provided**

The consultant will consult with staff on identification, design, development and deployment of Webauthor database software solutions to create process efficiencies, improved customer service and reporting. Specifically, the consultant will:

- Develop WebAuthor modules and functionality to meet agency needs
- Test and deploy new modules or data solutions in Webauthor.
- Lead Webauthor project management
- Develop Webauthor report dashboards
- Enhance existing Webauthor modules
- Provide training and technical assistance to staff
- Troubleshoot and resolve any technical issues that may arise.

Some of the software tools that we currently use are but not limited to:

- WebAuthor: is a cloud-based platform with numerous applications, including client relationship management, efficient organizational tools, and real-time data management.
- Tableau: a data visualization software that helps us analyze and communicate our impact and outcomes.
- WELS (Division of Early Learning): system for entering program assessment data including scores and notes per classroom, calculates composite scores and randomizes selection of classrooms.

- Quality Performance System (Division of Early Learning): used to track program assessment and child assessment; providers upload child assessment training certificates and update staff rosters.

#### Deliverables:

The development and integration of database solutions is an iterative process. Specific projects will be assigned as needs are identified within the scope of service and budget constraints.

Deliverable 1: Meeting with with the CEO and Database Administrator to discuss the outstanding needs of the agency. Within 14 calendar days of the agreement's effective date.

Deliverable 2: Quarterly Work Plan. The contractor will develop a timeline and project work plan based on priorities set by ELC management.

Deliverable 3: Process Documentation. The contractor will document user instructions for database processes.

#### 2.2 Budget

The initial contract will be paid at a rate of \$130 per hour and include up to 15 service hours per month.

#### 2.3 Time Requirements

The company is expected to follow the contracted timeline, start date July 1, 2026 and ending June 30, 2027.

#### 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 ELC 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 ELC 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 ELC's approval. The replacement employee must have credentials similar to the employee replaced.

## IV. Payment

Payment will be released upon receipt of all devices/equipment and after all devices have been confirmed as functional by the Coalition.

## V. 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 to specific inquiries

## III. Bidding Instructions

### I. Interest

Companies who intend to respond to this RFP are requested to notify the Coalition in writing by sending an email to [fiscal-invoices@elcalachua.org](mailto:fiscal-invoices@elcalachua.org) with ATTN: Procurement RE: RFP # 2026-002 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.

### II. Evaluation Process

The Vendor Evaluation Committee, consisting of Board Members and/or Coalition staff will evaluate the quotations and prepare recommendations for the Chief Executive Officer and the Coalition Board of Directors. All quotations 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 products 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 Coalition Board of Directors shall make the final decision. Once the selection has been made, purchase negotiation will begin. If a purchase 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 provide the Proposed product before negotiating a purchase.

Multiple Proposals may be selected in order to best provide the goods requested and meet the goals outlined in the Scope of Work for this RFP.

### III. Evaluation Criteria

#### 3.1 Proposals

Each respondent shall submit only one proposal per Bid Solicitation. The proposal shall consist of one electronically signed PDF of the completed proposal. They shall be submitted via email to [fiscal-invoices@elcalachua.org](mailto:fiscal-invoices@elcalachua.org). Proposals should include a contact name and an e-mail address for correspondence and shall be submitted no later than 12:00 P.M. EST on March 22, 2024. The respondent is responsible for ensuring that the proposal is received on time. Late proposals will not be considered.

#### 3.2 Evaluation Process

The Vendor Selection Committee, consisting of Board Members and/or ELC 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. ELC would then negotiate with the next most successful company until an agreement is reached. ELC may choose to modify the choice of a selected company if the Coalition determines that such a change is in its best interest. ELC reserves the right to reject any and all proposals submitted. ELC 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.

#### 3.3 Evaluation Criteria

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

- Expertise of industry: Understanding of project goals, program issues, assets needed and opportunities (25 pts.)
- Project Experience: Proven experience working with nonprofit agencies, WebAuthor, Tableau and other database programs. (25 pts.)
- Availability of Resources: Demonstrated consultant experience to provide database consultation, development and implementation at our size and scope (20 pts.)
- Cost effectiveness: Ability to provide deliverables with most cost-effective resources (15 pts.)
- Responsiveness to submission requirements: Ability to respond and provide needed database consultation, development and implementation in a timely manner. (15pts.)

#### 3.4 Proposed Contract Terms and Administrative Rules

Contract Period/Renewal - The term of the contract shall be from July 1, 2026 – June 30, 2027. At the discretion of the CEO of the Early Learning Coalition of Alachua County, Inc., this contract can be extended for renewal for 4 additional years. Satisfactory performance shall be determined within the sole discretion of the Coalition. The winning respondent will be notified when the recommendation has been acted upon by the Coalition.

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, ELC may pursue any and all legal remedies as provided herein and by law.

ELC 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 ELC 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 one term. Cancellation of the contract by the company may result in removal of the company from consideration for future opportunities to contract with ELC for a period of three (3) years.

In the event that the awarded company should breach this contract, the ELC 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.

## **IV. Terms, Conditions, and Other Requirements**

### **I. 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.

### **II. 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)

### III. Agreement

A professional purchase agreement will be negotiated for any work to be performed as a result of this RFP. The RFP, the quotation, and the resulting purchase 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 quotation. One copy of the quotation will be retained for official files and becomes a public record.

### III. 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 6 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.

## **I. Performance Standards and Corrective Action**

### **A. Performance Standards**

1. The Contractor shall perform all janitorial services in a manner that ensures facilities are clean, sanitary, safe, and well maintained at all times. Services shall be delivered in full compliance with this RFP #2026-001, the executed contract, and all applicable laws, regulations, and standards.
  2. At a minimum, performance standards shall include:
    - Completion of all required services at the approved frequency and schedule
    - Proper use of cleaning products, equipment, and methods
    - Maintenance of acceptable cleanliness levels in all serviced areas
    - Professional conduct and appearance of contractor personnel
    - Compliance with health, safety, and sanitation requirements
  3. Failure to meet performance standards may be considered non-compliance.

### **B. Quality Assurance and Monitoring**

1. The Coalition shall monitor contractor performance through methods that may include, but are not limited to:
  - Visual inspections
  - Staff feedback
  - Scheduled or unscheduled performance reviews
  - Review of service logs or documentation, if required

The Contractor shall cooperate fully with all monitoring activities and provide access to personnel, records, and service areas upon request.

### **C. Deficiency Identification**

1. A performance deficiency is defined as:
  - Failure to perform required services
  - Failure to meet established service frequencies
  - Substandard quality of work
  - Failure to comply with contract terms or applicable regulations
2. Deficiencies may be documented verbally or in writing by the Coalition's designated contract manager.

### D. Corrective Action Requirements

1. Upon identification of a deficiency, the Coalition may require corrective action. Corrective action requirements shall include:
  - Description of the deficiency
  - Required corrective measures
  - Timeframe for correction
2. Unless otherwise specified, deficiencies shall be corrected **within twenty-four (24) hours** of notification. The Contractor shall incur no additional cost for corrective actions required due to non-performance.

### E. Repeated or Unresolved Deficiencies

1. Repeated deficiencies or failure to satisfactorily address corrective action requests may result in:
  - Written warning
  - Increased monitoring or inspections
  - Requirement of a formal Corrective Action Plan (CAP)
  - Reduction in payment
  - Contract suspension or termination for cause, in accordance with contract terms

### F. Material Breach

2. Failure to consistently meet performance standards, respond to corrective action requests, or maintain compliance with contract requirements may constitute a **material breach of contract**, subject to remedies as provided in the contract and applicable law

## II. Proposal Submission Requirements

### A. General Instructions

1. Proposals shall be submitted in accordance with the requirements set forth in this RFP #2026-001. Proposers are responsible for ensuring that their proposals are complete, accurate, and submitted by the deadline specified in the RFP #2026-001. Late or incomplete proposals **may be deemed non-responsive** and may not be considered.
2. All costs associated with proposal preparation and submission shall be the sole responsibility of the Proposer. The Coalition reserves the right to reject any or all proposals and to cancel this solicitation at any time.

## B. Proposal Format and Organization

1. To facilitate objective evaluation, proposals shall be organized in the order outlined below and clearly labeled. Proposals that do not follow the required format may be subject to disqualification.

2. At a minimum, proposals shall include the following sections:

**A. Cover Letter**

- Signed by an authorized representative of the Proposer
- Acknowledgment of receipt and review of the RFP #2026-001
- Statement of the Proposer's intent to enter into a contract if selected

**B. Company Profile and Qualifications**

- Legal business name and address
- Description of business structure and years in operation
- Summary of relevant janitorial service experience

**C. Licensing, Insurance, and Compliance**

- Copies or descriptions of required licenses
- Proof of insurance or statement of ability to obtain required coverage
- E-Verify compliance statement, if applicable

**D. Staffing and Operational Plan**

- Description of staffing levels and supervision
- Training and quality control procedures

**E. References**

- At least three (3) professional references from comparable clients
- Contact name, title, phone number, and email address

**F. Cost Proposal**

- Pricing submitted in the format prescribed in the RFP #2026-001
- Clear identification of all costs associated with providing services

## C. Required Forms and Certifications

Proposers must submit all required forms, affidavits, and certifications identified in this RFP #2026-001. Failure to submit mandatory forms may result in proposal rejection.

By submitting a proposal, the Proposer certifies that:

- All information provided is true and accurate
- The Proposer agrees to comply with all RFP #2026-001 requirements
- The Proposer accepts the terms and conditions of the RFP #2026-001, unless exceptions are clearly stated

## D. Proposal Submission Method and Deadline

Proposals must be submitted by the date, time, and method specified in the RFP #2026-001. The Coalition is not responsible for delivery delays or technical issues beyond its control.

Proposals shall remain valid for a minimum period as specified in the RFP #2026-001.

### **E. Responsiveness and Right to Reject**

1. The Coalition reserves the right to:

- Reject any or all proposals
- Waive minor irregularities or informalities
- Request clarification or additional information from Proposers
- Cancel the RFP #2026-001 at any time in the best interest of the Coalition

2. Only proposals deemed responsive and submitted by responsible Proposers will be considered for award.

3. Companies who intend to respond to this RFP #2026-001 are requested to notify the Coalition in writing by sending an email to [fiscal-invoices@elcalachua.org](mailto:fiscal-invoices@elcalachua.org) with **ATTN: Procurement RE: RFP #2026-001 # 2026-001** 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.

### **F. Evaluation Process**

The Vendor Evaluation Committee, consisting of Board Members and/or Coalition staff will evaluate the quotations and prepare recommendations for the Chief Executive Officer and the Coalition Board of Directors. All quotations received will be reviewed in accordance with the criteria listed in this RFP #2026-001. The Committee may request a presentation by any or all companies to clarify proposed products 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 Coalition Board of Directors shall make the final decision. Once the selection has been made, purchase negotiation will begin. If a purchase 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 provide the Proposal product before negotiating a purchase.

## RFP EVALUATION CRITERIA

### RFP#2026-001

This form has been designed to guide the RFP vendor selection committee on how to choose the most qualified vendor to fulfill the request. Please rate the vendor by assigning a point value to the areas listed below.

|   |             | Vendor 1 | Vendor 2 | Vendor 3 |
|---|-------------|----------|----------|----------|
|   | Point Value |          |          |          |
| Was the proposal submitted by deadline?                   | 5           |          |          |          |
| Does the proposed space meet the needs of the Coalition   | 15          |          |          |          |
| Was the proposal submitted clear and concise?             | 10          |          |          |          |
| Was the proposal responsive to the scope of work?         | 25          |          |          |          |
| Does the vendor have relative experience in the market?   | 10          |          |          |          |
| Is the estimate/cost the best value for the Coalition?    | 15          |          |          |          |
| Does the vendor have the capacity to fulfill the request? | 15          |          |          |          |
| Certified Minority Business?                              | 5           |          |          |          |
| <b>TOTAL:</b>   | <b>100</b>  |          |          |          |

*There is an allowable 100 pts max. per vendor, the vendor with the highest point value will be selected based on scoring.*

**Selected Vendor:** \_\_\_\_\_

**Comments:** \_\_\_\_\_

**Evaluator Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## III. Terms, Conditions, and Other Requirements

### 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.

### 2. Legal Requirements

A. 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 affect 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)

B. This procurement is conducted in accordance with 2 CFR §§200.318–200.326. The Coalition will maintain full and open competition and include all applicable contract provisions required under federal regulations

C. The Coalition reserves the right to terminate the contract for cause or convenience with written notice, in accordance with contract terms.

### 3. Cone of Silence

In order to ensure a fair, competitive, and impartial evaluation process, a "Cone of Silence" is hereby established for this Request for Proposal (RFP #2026-001)

From the date of release of RFP #2026-001 through the end of the seventy-two (72) hour period following the Coalition's posting of the Notice of Intent to Award, excluding Saturdays, Sundays, and state holidays, Respondents, their representatives, agents,

lobbyists, or any persons acting on their behalf shall not contact any Board member, officer, employee, evaluation committee member, or agent of the Early Learning Coalition of Alachua County regarding any aspect of RFP #2026-001.

During the Cone of Silence period, all communications concerning RFP #2026-001 shall be directed in writing and only to the Coalition's designated procurement contact identified in this RFP #2026-001, unless otherwise expressly permitted by the solicitation documents.

Any violation of this Cone of Silence provision may result in the rejection of the Respondent's proposal, disqualification from the procurement process, or other action deemed appropriate by the Coalition.

This provision is consistent with section 287.057(23), Florida Statutes, governing competitive solicitation procedures.

### **III. Agreement**

- A. A professional purchase agreement will be negotiated for any work to be performed as a result of this RFP #2026-001. The RFP #2026-001, the proposal, and the resulting purchase agreement will constitute the complete agreement between the company and the Coalition. This RFP #2026-001 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 become a public record.
- B. The initial contract term shall be for one (1) year, with the option to renew for up to two (2) additional one-year periods at the discretion of the Coalition.

### **III. 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 6-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, where 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.

Note: All responses are subject to Chapter 119, Florida Statutes.

**ATTACHMENT A**

**APPLICATION COVER SHEET**

**Early Learning Coalition of Alachua County**

**RFP #2026-001# 2026-001 | Request for Proposal for Janitorial**

**Services**

# of Pages included: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website Address: \_\_\_\_\_

Date Entity/Business Established (Mo/Year): \_\_\_\_\_

---

**Type of Business:**

Private, For-Profit  Private, Not-for-Profit  \_\_\_\_\_

Public/Government  Other Certified Minority Business

Enterprise: YES  NO

Federal I.D. #: \_\_\_\_\_  
\_\_\_\_\_

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**Cost Summary:**

Total Amount Proposal \$ \_\_\_\_\_

Name/Position of Person Completing Application:

Email Address: \_\_\_\_\_

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn deposes and says that:

1. He/she is the (Owner, Partner, Officer, Representative or Agent) of the Respondent that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly with any other Respondent, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any Respondent, firm or person to fix the price or prices in the attached Proposal or any other Respondent or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Respondent, or to secure through any collusion, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
5. The price or prices Proposed in the attached response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

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On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared \_\_\_\_\_  
 Enter name of individual(s) who appeared before notary and whose name(s) is/are subscribed to within the instrument and he/she/they acknowledge that he/she/they executed it.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.  
 Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_  
 Notary Signature: \_\_\_\_\_

My commission expires: \_\_\_\_\_

(Seal)



STATEMENTS OF NO INVOLVEMENT and AUTHORIZATION

RFP #2026-001

I, \_\_\_\_\_ as an authorized  
(Name and Title)  
Representative of \_\_\_\_\_, certify that no  
(Name of Firm)  
member of this firm nor any person having interest or ownership in this firm has:

- 1. Been awarded a Contract by the **Early Learning Coalition of Alachua County** on a noncompetitive basis to a perform a feasibility study concerning the scope of work contained in this Solicitation; or
- 2. Participated in drafting this Solicitation; or
- 3. Developed a program for future implementation with specific subject matter contained in this Solicitation.

Furthermore, I attest  
that:

- 1. As signatory on this Proposal, I hereby certify that I have the authority to submit this application. I agree to abide by all conditions of this Solicitation, and I certify that I have the authority to execute this Solicitation.
- 2. I further certify that the response is in compliance with the requirements of the RFP #2026-001 including, but not limited to, the certification requirements.
- 3. I further acknowledge that I know I had the right to object to the form of the RFP #2026-001 but I have submitted without objection.

Print Name of Authorized Official:

\_\_\_\_\_

Title: \_\_\_\_\_

Signature of Authorized Official:

\_\_\_\_\_

Date: \_\_\_\_\_

**DISCLOSURE OF CONFLICT OF INTEREST**

The award hereunder is subject to the provisions of 2 C.F.R. Part 200.112. Respondents must disclose with their bids whether any officer, director, employee or agent is also an officer or an employee of the Coalition, the State of Florida, or any of its agencies. All firms must disclose the name of any state officer, Board Member, or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates.

All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Agency, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Agency in connection with this procurement.

The following persons are officers, director, employee, etc., of the Coalition who have a 5% interest in the Respondent's firm:

\_\_\_\_\_  
\_\_\_\_\_

The following persons are a state officer or employee who owns 5% or more in the Respondent's firm:

\_\_\_\_\_  
\_\_\_\_\_

The following persons have sought to influence the Coalition in this procurement on behalf of the Respondent.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_The Respondent has had no person seeking to influence the Coalition in connection with this procurement.

\_\_\_\_\_  
**\*Authorized Signature**

\_\_\_\_\_  
**\*Authorized Signature (Printed), Title**

**\*This individual must have the authority to bind the Respondent.**

**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 provider whose contract/subcontract equals or exceeds \$25,000 in federal monies 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 Coalition 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 is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings 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 those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification.
7. The Coalition may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certifications must be kept at the contractor's business location.

**CERTIFICATION**

- (1) The prospective contractor certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract 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 provider shall attach an explanation to this certification.

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\*Authorized Signature

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\*Authorized Name (Printed) and Title

\*This individual must have the authority to bind the prospective Contractor.

**GENERAL ASSURANCES AND CERTIFICATIONS - VENDOR**

The Early Learning Coalition of Alachua County (ELCAC) is funded by Florida’s Office 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 the ELCAC.

**Certification:**

I certify that (Vendor) will adhere to each of the assurances contained in this set of General Assurances and Certifications as applicable to the project/service(s) for which this Vendor is responsible.

\_\_\_\_\_  
Signature (must be original)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Area Code/Telephone #

- A. Assurances – Non-Construction Programs (SF 424 B)**
- B. Debarment and Suspension Certification (29 C.F.R. part 98 and 45 C.F.R. part 74)**
- C. Certification Regarding Lobbying (29 C.F.R. part 93 and 45 C.F.R. part 93)**
- D. Drug-free Workplace Certification (29 C.F.R. part 98 and 45 C.F.R. part 82)**
- E. Certification Regarding Convicted Vendor List and Discriminatory Vendor List**
- F. United States Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995 (section 507, P.L. 103-333)**
- G. Trafficking Victims Protection Act of 2000, section 106(g), as amended (22 U.S.C. 7104)**
- H. Certification Regarding Standards of Conduct**
- I. Certification Regarding Prohibition for Distribution of Funds to the Association of Community Organization for Reform Now (ACORN)**
- J. Certification Regarding Equal Employment Opportunity (E.E.O)**

By signing, the Vendor is providing the above assurances and certifications as detailed below:

**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 ELCAC, 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 ELCAC directives. 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.

3. Will initiate and complete the work within the applicable time frame after receipt of approval of the ELCAC.
4. 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).
5. 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.
6. 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.
7. 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.
8. 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 subagreements.
9. 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.
10. 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. 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).

11. 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.
12. Will assist the ELCAC 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.).
13. 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.
14. 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.
15. 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.
16. 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."
17. 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, or declared ineligible, or voluntarily excluded from covered transactions by any Federal department or ELCAC. 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 ELCAC, 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 ELCAC 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\\_susp\\_ended\\_discriminatory\\_complaints\\_vendor\\_lists/convicted\\_vendor\\_list](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_susp_ended_discriminatory_complaints_vendor_lists/convicted_vendor_list).

The Vendor understands and agrees that it is required to inform the ELCAC 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 ELCAC 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 ELCAC to include a condition that authorizes the ELCAC to terminate the award, without penalty, if the recipient or a subrecipient

(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).

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

By signing above, the Vendor, through the duly appointed representative, certifies and assures that it will fully comply with the applicable assurances outlined in parts A through J, above.