



# REQUEST FOR QUOTE FOR AN ASSESSOR FOR PROGRAM ASSESSMENT for CLASS

**RFQ # 2026-004**

ISSUED ON MAY 20, 2026

INTENT TO AWARD TO BE ISSUED NO LATER THAN JULY 1, 2026.

**RESPONSES DUE BY: JUNE 23, 2026.**

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

**Please direct all questions and inquiries to**

**ATTN:** Procurement RE: RFQ # 2026-004

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

**Please mail sealed Quotes to:**

**Early Learning Coalition of Alachua County**

**ATTN:** Procurement **RE:** RFQ #2026-004

**Address:**

201 SE 2<sup>nd</sup> Ave Suite 201  
Gainesville, FL 32601

**Phone:** 352-375-4110

**Fax:** 352-663-9748

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

ANY ALTERATION OF THE LANGUAGE OF THIS RFQ OR ANY REPRESENTATION OF MODIFIED LANGUAGE AS THE OFFICIALLY RELEASED RFQ 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 RFQ WILL PREVAIL

## SCHEDULE OF EVENTS AND DEADLINES \*

ACTIVITY	DATE	TIME	ADDRESS/METHOD
Request for Quote Advertised	Wednesday May 20, 2026	5:00 PM EST	elcalachua.org
Request for Quote Advertised	Wednesday May 20, 2026	5:00 pm EST	Gainesville sun Legal ads
Written inquiries/questions must be received by the Coalition	Tuesday, June 2, 2026	5:00 PM EST	201 SE 2 <sup>nd</sup> Ave Ste 201 Gainesville FL, 32601 Or email: <a href="mailto:xwhite@elcalachua.org">xwhite@elcalachua.org</a>
Coalition issues written responses to inquiries <b>on website</b>	Tuesday, June 9, 2026	9:00 AM EST	elcalachua.org  Posted to the public
Sealed Proposals must be received by Coalition – <b>Late submissions will not be accepted</b>	Tuesday, June 23, 2026 <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
Approval by Board of Directors / Executive Committee	June 25-29, 2026	5:00 PM EST	201 SE 2 <sup>nd</sup> Ave Ste 201 Gainesville FL, 32601
Posting of Intent to Award / Begin Protest Period <b>The Coalition will post the Notice of Intent to Award on its website</b>	Wednesday, July 1, 2026	For 72 hours (excluding weekends, and holidays)	elcalachua.org Posted to public
Protest Period	July 2-6, 2026 (Excluding Holiday and weekend)		72-hour notice of intent plus up to 10 days for formal protest
Board Approval	July 13, 2026		Per agenda
Contract Finalized and Executed	Monday, July 20, 2026	5:00 PM EST	Contract signed and executed/ Purchase Order Issued

\* All dates are subject to change. Changes will be issued by written addendum. Pursuant to Section 120.57(3), Florida Statutes, a notice of protest must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays) after the posting of the Notice of Intended Award. Changes will be posted at the Coalition’s website [www.elcalachua.org](http://www.elcalachua.org)

**Point of Contact:**

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

**Dante Johnson**

[djohnson@elcalachua.org](mailto:djohnson@elcalachua.org)

**Early Learning Coalition of Alachua County**

**201 SE 2nd Ave., Suite 201**

**Gainesville, FL 32601**

**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.

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**Early Learning Coalition of Alachua County**  
**Request for Quote (RFQ) for an Assessor for Programs Assessments, specifically CLASS**

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## **Section 1**

### **1.1 INTRODUCTION**

The Early Learning Coalition of Alachua County (ELCAC) is seeking proposals from qualified vendors to provide Required Program Assessments for meeting the DOE/DEL requirements, and occasional professional development and training services for early childhood educators and providers within Alachua County.

The purpose of this RFP is to identify a vendor capable of delivering Program Assessment Observations for the purposes of the DOE/DEL requirements using the CLASS Tool, and occasional high-quality, research-based training aligned with school readiness, literacy, CLASS, and quality improvement goals.

### **1.1 BACKGROUND**

In 1999, the Florida Legislature passed the School Readiness Act. The Act created the Florida Partnership for School Readiness (SR). 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, with 30 Coalitions statewide.

In 2001, the Florida Partnership for SR 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. Coalitions now fall under the direction and funding of the State of Florida Department of Education Division of Early Learning (DEL).

ELCAC 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. ELCAC plans, funds and administers a system of services designed to help ensure that children are ready for school when they enter kindergarten, in addition, ELCAC helps give parents support services to enable them to be stable and strong. The Coalition plans and implements the coordination of school readiness services throughout Alachua County. Coalition's goal is to improve the quality of services administered by early education and childcare providers. The Coalition also works to raise awareness of the importance of quality early education and directs resources to income-eligible parents.

### **1.2 SCOPE OF WORK and Assessor Trainer RFP Language**

**The contractor shall provide qualified classroom assessors to conduct classroom observations and related assessment activities in accordance with the approved program framework and assessment tools.**

**Services may include, but are not limited to:**

- Conducting classroom observations using the State-approved Teachstone CLASS tools for Infant, Toddler, and Pre-K classrooms.
- Collecting objective evidence aligned to instructional standards and indicators, including score justification notes.
- Scoring classroom practices using approved CLASS scoring methods.
- Maintaining current certification requirements for all CLASS tool age levels, including Infant, Toddler, and Pre-K.
- Submitting observation reports, scoring documentation, and related data within required timelines.
- Maintaining confidentiality and adhering to all data security requirements.
- Participating in onboarding, orientation, calibration, and ongoing professional development activities for assessors.
- Collaborating with program staff regarding scheduling, logistics, communication, and technical requirements.
- Occasionally Providing professional development workshops and virtual and/or in-person training sessions for educators and staff.
- Occasionally Providing coaching support, training materials, resources, participant attendance tracking, and post-training evaluations and reporting.

*Training and professional development topics may include:*

- CLASS strategies and data interpretation
- Developmentally appropriate practices
- Quality improvement and instructional best practices

**Deliverables**

The contractor shall provide:

- Completed classroom observations; ~~Up to~~ Approximately 285 classroom observations.
- Complete any editing within 24 hours.
- Observation evidence and scoring documentation submissions in WELS within the State requirements.
- Maintain and furnish the ELCAC certification requirements for the Teachstone CLASS Tool for Infants, Toddlers, and Preschoolers.
- Timely communication regarding scheduling and completions.
- Assist with training new assessors as needed.

**Performance Standards**

The contractor shall ensure:

- Observation completion rates meet State requirements.
- Scoring discrepancies are addressed within 24 hours.
- Professional conduct and confidentiality are always maintained.
- Data is submitted accurately and securely.

### 1.3 PURPOSE

The purpose of this Request for Qualifications (hereinafter referred to as “RFQ”) is to identify qualified assessors to conduct Program Assessments of early learning providers in Alachua County. The selected respondents shall be able to administer, coordinate, and conduct program assessments as assigned by the Coalition to determine the quality of childcare providers participating in accordance with the classroom assessment scoring system (CLASS) standards and procedures established by the coalition.

### 1.4 RENEWALS

The initial Agreement shall be for a period of one year effective (7/1/2026) through (6/30/2027) and may be renewed on an annual basis. The Agreement will be awarded through written notice to the qualified and responsive assessor whose Qualifications are determined to be most advantageous to the Coalition, taking into consideration price, quality, and other criteria as indicated within this document. The assessor must demonstrate the ability to meet all or most of the requirements defined in this document.

Renewal of an Agreement for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial Agreement. If the commodity or contractual service is purchased because of the solicitation of bids, Qualifications, or replies, the price of the commodity or contractual service to be renewed shall be specified in the bid, Qualifications, or reply to this solicitation. A renewal Agreement may not include any compensation for costs associated with the renewal.

#### **Renewals shall be contingent upon:**

- 1.4.1 satisfactory performance evaluations by the Coalition.
- 1.4.2 availability of funds as determined by the Coalition Board of Directors; and
- 1.4.3 changes in programmatic or service-related needs as determined by the sole discretion of the Coalition.

The Agreement may also be affected by any changes in statute, funding or rule that may arise during the Agreement period.

### 1.5 SOVEREIGN IMMUNITY

Nothing in this Agreement shall be deemed to waive the sovereign immunity of the Early Learning Coalition of Alachua County (“ELCAC”), a Florida not-for-profit corporation acting as an instrumentality of the State of Florida, beyond the limited waiver of immunity provided in Section 768.28, Florida Statutes.

ELCAC expressly reserves all defenses and limitations of liability available under Florida law, including but not limited to the monetary limitations set forth in Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by ELCAC to be sued by third parties in any matter arising out of this Agreement or as a waiver of any immunity or limitation of liability afforded by law.

### 1.6 WARRANT OF ABILITY TO PERFORM

The Submitting Firm warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Submitting assessor’s ability to satisfy its agreement obligations. The Submitting assessor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Submitting assessor shall immediately notify the Coalition in writing if its ability to perform is compromised in any manner during the term of the Agreement.

## SECTION 2: Minimum Requirements

### 2.1 GENERAL STATEMENT OF SERVICE

This RFQ is issued to identify experienced and reliable CLASS observers to conduct assessments for early learning providers in Alachua County. The selected assessor will use Infant, Toddler, and Pre-K CLASS guidance, protocols and rules as set forth in Florida Statutes, Administrative Code, DEL Guidance, and Teachstone CLASS manuals.

### 2.2 Scope of Services

***Qualified CLASS observers will be responsible for the following:***

1. Conduct onsite assessments of VPK and School Readiness childcare providers as assigned by the Coalition. The assessor will use the Teachstone CLASS assessment tools to assess provider quality in infant, toddler, and pre-k classrooms.
  - a. Conduct two annual 2-hour training sessions, either virtually via Zoom or in person, for ELCAC staff to enhance their understanding of how to read and interpret CLASS reports and recognize the importance of CLASS data in supporting quality improvement and instructional practices.
  - b. Participate in meetings, scheduled at the Coalition's convenience, with ELCAC to receive information that will ensure consistency in the implementation of assessments throughout Alachua County.
  - c. Respond to agreement-related emails from the Coalition within two business days (48 hours) of receipt.
  - d. Contact assigned providers to notify them of the assessment window in accordance with DEL notification guidance.
  - e. Conduct the CLASS Observation within the assessment window, excluding identified blackout days.
2. Conduct onsite assessments in accordance with School Readiness Program Assessment Rule 6M-4.740, VPK Program Assessment Rule 6M-8.621, guidance from Florida's Division of Early Learning, and ELCAC processes for conducting CLASS assessments.
3. Communicate with ELCAC via email at, [Sbalchun@elcalachua.org](mailto:Sbalchun@elcalachua.org) and [Trobinson@elcalachua.org](mailto:Trobinson@elcalachua.org), or designee, to inform them of planned assessment dates and report any classroom discrepancies at provider sites.
4. Assess an alternative childcare provider if a provider scheduled for assessment is unavailable at the time of the visit, whenever possible, and inform ELCAC if an alternative provider is assessed.
5. Scan CLASS score booklet page into the WELS system. Score booklets should be saved for 1 year.
6. Conduct additional assessments in specific classrooms as directed by the Coalition and with advance notice to the Contractor, as agreed upon between the Coalition and Consultant.
7. Deliver the services described in this Agreement between July 1, 2026, and June 30, 2027.
8. Maintain current reliability in CLASS 2nd Edition Pre-K, CLASS 2008 Toddler, and Infant assessments.

9. Accept all double-coding appointments with Coalition staff. As 2027-2028 approaches, if the RFP stays in effect, then the Teachstone Second Edition for Infant/Toddler Observations certification must be maintained.

## 2.3 MINIMUM QUALIFICATIONS/CERTIFICATIONS

### ➤ **PREFERRD QUALIFICATIONS**

#### **Education and Experience:**

- Preferred experience in WELS writing detailed observation reports and is required, the DEL WELS cycle note entry.
- Bachelor’s degree from an accredited college or university in early childhood development.
- Three years’ experience in early childhood education.
- Speak, interpret, and translate Spanish.
- Certification in CLASS 2<sup>nd</sup> Edition Infant/Toddler tool
- Knowledge of the following:
  - a. Developmentally appropriate practices in early childhood education
  - b. Teacher training and curriculum development and implementation
  - c. Certified in Teachstone CLASS Observation tools, infants, toddlers and pre-K.

#### **Knowledge, Skills, and Abilities:**

- Proficiency with Microsoft Office Programs (with emphasis on Outlook, Word, and Excel).
- Proficient with web-based financial and reporting systems.
- High level of integrity, discretion, and professional judgement.
- Strong analytical, organizational, and communication skills.
- Ability to work effectively with diverse populations and stakeholders.
- Ability to prioritize, meet deadlines, and work independently in a fast-paced environment.
- Works independently with minimal supervision in a fast-paced environment.

### ➤ **REQUIRED QUALIFICATIONS**

#### **Qualifications and Experience**

- Minimum of 2 years of experience in Early Childhood Education.
- Minimum of 2 years of experience conducting CLASS observations specifically for the DOE/DEL Program Assessment requirement, including writing robust and detailed reports for each observation with scores that are supported by these report notes.
- Experience providing adult learning and/or training.
- Knowledge of program assessment laws and requirements and the ability to communicate requirements to providers.

#### **Certifications**

- Current certification for CLASS 2<sup>nd</sup> Edition Pre-K.
- Current certification for CLASS 2008 Infant.
- Current certification for CLASS 2008 Toddler.

## **Skills and Abilities**

- Strong written and verbal communication skills.
- Strong organizational skills.
- Strong customer service skills.

## **Physical Requirements**

- Ability to sit, stand, and walk for extended periods.
- Ability to use hands and fingers to operate a computer, calculator, and telephone.
- Ability to reach, stoop, kneel, or crouch as needed.
- Ability to occasionally lift and/or move up to 50 pounds.
- Reasonable accommodation may be provided to enable individuals with disabilities to perform essential job functions.

## **Employment Requirements**

- Employment is contingent upon successful completion of a Level I screening in accordance with Florida Statutes (s. 435.04, F.S.) and Division of Early Learning (DEL) requirements, including E-Verify.
- Must have reliable transportation.
- Must submit to and pass a drug screening.
- Documentation of education, credentials, and required clearances must be maintained in the employee personnel file in accordance with DEL monitoring and audit requirements.

### **2.4. SUBCONTRACTORS**

The Core Services under the resulting Agreement to this RFQ may not be subcontracted as provided in this Section and as set forth in the resulting Agreement.

### **2.5. CHANGES IN LOCATION**

The Agency shall notify the Coalition's CEO, in writing, at least thirty (30) days prior to any anticipated change in the location of its offices or service facilities.

### **2.6 EQUIPMENT**

The Submitting Firm shall maintain sufficient equipment as needed or required and agreed upon with the Coalition to deliver the agreed services.

### **2.7 REPORTS**

- A. Where the resulting Agreement requires the delivery of reports to the Coalition, mere receipt by the Coalition shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The Coalition reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting Agreement. The Coalition, at its option, may allow additional time within which the Submitting Firm may remedy the objections noted by the Coalition or the Coalition may declare the Agreement to be in default.
- B. The Submitter shall complete and submit reports in accordance with specifications requested by the Coalition. The Submitter shall provide additional ad hoc reports as requested by the Coalition.

## **2.8 Records and Documentation**

- A. During the term of the resulting Agreement, the Submitting Assessor shall maintain written records as deemed necessary or as required by federal, state and local laws, rules and regulations and policies and requirements of DEL and the Coalition. After termination of the Agreement, the Submitting Firm shall be required to keep all records for the period required by law.
- B. The Submitting Firm further agrees to hold harmless, defend, and indemnify the Coalition from and against any claim or damage, including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Firm of confidential records at its sole expense.
- C. The Submitting Firm shall maintain all records required to be maintained pursuant to the resulting Agreement in such manner as to be accessible by the Coalition upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

## **2.9. Submitting Other Obligations**

- A. The Submitting Assessor is solely responsible for the satisfactory performance of the tasks described in this section. By execution of the resulting Agreement, the Submitting recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.
- B. The Submitting Assessor and the Coalition, in the performance of the Agreement, shall be acting as separate parties and not as agents, employees, partners, joint ventures or associates of one another. Any employee or agent of one party shall not be construed to be the employee or agent of the other party for any purpose.
- C. The Submitting Firm shall be knowledgeable of, and in full compliance with, all State and Federal laws, rules, and regulations, as amended from time to time, that affect or may affect the subject areas of the resulting Agreement. The Submitting Firm shall request technical assistance from the Coalition when deemed necessary to facilitate compliance with these authorities. The Coalition's failure to provide such technical assistance does not relieve the Submitting Firm of its responsibilities to ensure compliance with all State and Federal laws, rules and regulations and all rules, policies and guidance established.

## **2.10. Coalition Determinations**

The Coalition reserves the right to make any and all determinations relative to all aspects of the service. The absence of the Coalition setting forth a specific reservation of rights does not subject other areas of the Agreement resulting from this RFQ to mutual agreement.

## Section 3. RFQ Process

### 3.1 POINT OF CONTACT

The sole point of contact with the Coalition for purposes of this RFQ is:

**Dante Johnson**  
**Early Learning Coalition of Alachua County**  
**201 SE 2nd Ave., Suite 201, Gainesville, FL**

### 3.2 SUBMITTAL DISQUALIFICATION

- A. **Convicted Vendor.** In accordance with § 287.133, F.S., persons and affiliates who have been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, Qualifications, or reply on a contract to provide any goods or services and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, F.S., for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Any Qualifications received from a person, entity or affiliate who has been placed on the convicted vendor list shall be rejected by the Coalition as unresponsive Qualifications and shall not be further evaluated.
- B. **Discriminatory Vendor.** In accordance with § 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Qualifications for a period of 36 months following the date of being placed on the discriminatory vendor list, whether as a Submitting Firm, a member of a Submitting Firm, or a subcontractor of a Submitting Firm. Any Qualifications received from a person, entity or affiliate who has been placed on the discriminatory vendor list shall be rejected by the Coalition as an unresponsive Qualifications and shall not be further evaluated.
- C. **Failure to Perform Prior Contracts.** Failure to have performed any contractual obligations with the Coalition in a manner satisfactory to the Coalition will be a sufficient cause for disqualification.
- D. To be disqualified as a Submitting Assessor under this provision, the Submitting Assessor must have:
  - 1. Previously failed to satisfactorily perform in a contract with the Coalition, been notified by the Coalition of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Coalition; or,
  - 2. Had a contract terminated for cause by the Coalition, by any agency of the State of Florida, or by any Early Learning Coalition.
  - 3. The Submitting Assessor or any of its staff have participated in the development and review of the RFQ documents for this Solicitation.

### 3.3 LIMITATIONS ON CONTACTING COALITION PERSONNEL

Effective on the release of this solicitation, and ending at the end of the 72-hour period following the Coalition's posting the Notice of Intended Award excluding Saturdays, Sundays and State holidays, no person, entity or other organization (or any person, entity or organization acting on his/her/its behalf) that anticipates submitting Qualifications pursuant to this solicitation shall discuss with any member of the Coalition's Board of Directors or members of the *RFQ Procurement Committee, or any Coalition staff or any member of the executive or legislative branch regarding* any matter that

### 3.4 WRITTEN INQUIRIES

- A. The Assessor may submit written inquiries to the Coalition for the purpose of obtaining clarification or responses to questions concerning any matter relating to this solicitation. The time periods are set forth in the Schedule of Events (Section 3.5). No further questions or requests for clarification regarding this RFQ will be entertained after **May 20, 2026, at 3:00PM EST**. on the last day for receipt of written inquiries set forth in the Schedule of Events for the Final Round of Written Inquiries to the Coalition.
- B. To ensure that sufficient analysis can be made before answers are supplied, all inquiries requesting clarification regarding this RFQ must be made ***in writing***, electronically or by certified mail to the contact person identified in *Section 3.1.*, by the date posted in *Section 3.5*, Schedule of Events. ***Facsimiles will not be accepted.***
- C. ***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 up by any respondent.
- D. *All questions submitted will be answered in writing and during the scheduled inquiry rounds. Answers will be posted on the Coalition’s website at **<https://ELCAC.org/governance>**.*

### 3.5 ADDENDA

Any changes to the RFQ will be made by addendum. Any Qualifications that fail to incorporate all addenda will be deemed non-responsive. The Coalition has the absolute right to cancel, amend, modify, supplement or clarify this solicitation at any time at its sole discretion. If any solicitation revisions become necessary or appropriate, as determined by the Coalition, the Coalition will email a notice to those Firms who submitted a Notice of Intent to Submit Qualifications to the Coalition. Any additions to this document issued by the Coalition will be posted on the Coalition’s website. Firms are responsible for checking the Coalition website and contacting the Coalition’s Point of Contact for this solicitation before the RFQ deadline to ascertain whether any addenda has been issued.

### 3.6 ACCEPTANCE/REJECTION OF QUALIFICATIONS AND WAIVER OF MINOR IRREGULARITIES

- A. The Coalition reserves the right to reject any and all Submissions of Qualifications, and/or to re-advertise, to waive any defects, irregularities, informalities or technicalities therein, to negotiate Agreement terms with the successful respondent, to disregard all non-conforming or non-responsive parts of a submission, or to accept any submission which, in the Coalition’s sole judgment will best serve its interests, as determined in its sole and absolute discretion.
- B. A minor irregularity is defined as a variation from the RFQ terms and conditions that do not affect the cost of the submission or does not give the respondent an advantage or benefit not enjoyed by other respondents or does not adversely impact the interest of the Coalition or the entities expressed above.
- C. The Coalition may supplement, amend, modify and/or expand the solicitation requirements, accept Submissions in whole or in part, and award only a portion of this solicitation. The Coalition reserves the right to cancel this RFQ solicitation at any time without any liability and to cancel the award of any Agreement at any time before execution of said Agreement by all parties without any liability to the Coalition. In consideration of the Coalition’s evaluation of submissions, the Firm, by submitting its Qualifications, expressly waives any claim to damages, of any kind whatsoever, in the event the Coalition exercises its rights provided for in this section.

### 3.7 WITHDRAWAL OF QUALIFICATIONS

A written request for withdrawal, signed by the Assessor, may be considered if received by the Coalition within 72 hours after the Qualifications opening time and date indicated in the **Schedule of Events**. A request received in accordance with this provision may be granted by the Coalition upon proof of the impossibility to perform based upon an obvious error on the part of the Firm.

### **3.8 ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD**

If any Agreements are awarded because of this RFQ, they will be awarded to the most responsive submission which is determined to be advantageous to the Coalition, taking into consideration price and the technical merits. Based on the evaluation, the Coalition shall electronically post a notice of intended award NO LATER THAN June 11, 2026. Any person who is adversely affected by the decision shall file with the Coalition a notice of protest within 72 hours after the electronic posting and failure to file a protest within the time prescribed in Section 120.57(3), FS, 72 hours, shall constitute a waiver of proceedings under Chapter 120, F.S. The Coalition shall not provide tabulations or notices of awards by telephone.

### **3.9 PUBLIC RECORDS/TRADE SECRETS**

Article 1, Section 24 of the Florida Constitution and Chapter 119, F.S., guarantees every person access to all public records. All information contained within each Submission to the Coalition pursuant to this RFQ is part of the public domain after the Agreement is awarded. Firms must invoke the exemptions to disclosure provided by law, in their Submissions by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and state the reason, in writing, why the exclusion from public disclosure is necessary. Such claimed exempt information shall be segregated from the remainder of the Submission. Firm agrees that no right or remedy for damages shall be had against the Coalition that arises from any disclosure made by Coalition herein, in good faith. Further, Firm agrees that it shall indemnify, defend and hold the Coalition harmless from and against any losses, expenses, liabilities, costs, (including court costs and reasonable attorney's fee).

### **3.10 NO DISCRIMINATION/IDENTICAL OR TIE RESPONSES**

The Coalition, in accordance with Title VII of the Civil Rights Act of 1964, ensures that in any Agreement entered pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit Qualifications and will not be discriminated against on the grounds of race, color, or national origin in consideration of award.

The Coalition will follow the laws set forth in §287.057, F.S., when evaluating identical responses from multiple Firms. If two equal responses to an RFQ are received and only one response is from a certified minority business enterprise, the Agreement shall be awarded to the certified minority business enterprise pursuant to § 287.057(12), F.S.

### **3.11 PROTESTS AND DISPUTES**

Any unsuccessful participant who is adversely affected by the Coalition's decision concerning a procurement solicitation or Agreement award under this RFQ may protest such decision by filing a protest in compliance with Section 120.57(3), F.S. The protest must be filed in writing within 72 hours after the posting of the notice of decision (or intended decision) and may file a formal written protest within 10 days after the date the notice of protest is filed as required by s. 120.57(3), F.S. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any Applicant who desires to file a formal protest to this RFQ, must accompany that protest with a bond

payable to the Coalition in an amount equal to one percent (1%) of the Coalition estimate of the total volume of the Agreement amount in accordance with s. 287.042(2)(C), F.S. The bond shall be conditioned upon the payments of all costs which may be adjudged against the Firm in any administrative hearing in which the action is brought and in any subsequent appellate court proceedings. In lieu of a bond, the Coalition may accept a cashier's check or a money order in the amount of the bond. Failure to file the proper bond at the time of filing the formal protest will result in a denial of the protest.

Any Applicant who desires to file a formal protest to this RFP, must accompany that protest with a bond payable to the Coalition in an amount equal to one percent of the Coalition estimate of the total volume of the Contract or \$5,000, whichever is less, which bond shall be conditioned upon the payments of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the Coalition may accept a cashier's check or a money order in the amount of the bond. FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING OF THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.

### **3.12 APPEALS**

- A. Unsuccessful submittals affected by the denial, determination of eligibility, or ineligibility for Agreement award by the Coalition with respect to any federal or state funded program or activity may appeal if the action or decision of the Coalition is alleged by the respondent to be:
  - 1) In violation of applicable federal or state law;
  - 2) Based upon an error of material and relevant facts; or
  - 3) Invalid because of an alleged denial of procedural due process.
- B. Unsuccessful submittals affected by the denial, determination of eligibility, or ineligibility for Agreement award by the Coalition with respect to any federal or state funded program or activity may not appeal if:
  - 1.1 The respondent agrees that the procurement process was fair;
  - 2.1 The respondent's score was acceptable for funding but budget limitations, due to program allocations or the availability of funds, prevented the Submission from being funded;
  - 3.1 No errors of material and relevant fact occurred, but the respondent does not agree that the proposed services failed to satisfy the technical requirements of the competitive solicitation process; and/or
  - 4.1 The respondent was awarded funding, but the respondent does not agree with the amount awarded.

### **3.13 COMPLIANCE WITH LAWS/RULES/REGULATIONS**

- A. The successful participant shall for itself, and it shall cause each of its employees, agents, representatives, contractors and subcontractors to continuously comply with any and all federal, state, and local laws, rules, regulations, codes, ordinances, statutes and orders of any public authority bearing on the performance of the awarded Agreement. The Successful assessor shall ensure throughout the duration of the Agreement that it, and all of its contractors and subcontractors of any tier, shall be properly licensed and certified continuously throughout the duration of all work performed and services provided in accordance with the resulting Agreement. All such licensing and certification shall be at the sole cost of each contractor and subcontractor. Upon request, assessor shall furnish to the Coalition copies of any licenses, permits or certifications required to comply with any law, rule, regulation, code, ordinance, statute and order referenced herein.
- B. The successful contractor must also comply with all applicable Department of Early Learning,

Florida Department of Education, and Coalition regulations, action transmittals, program instructions, review guides and similar documentation, including but not limited to all applicable regulations cited in the Coalition’s Core Contract, and all aforementioned organizational websites.

### 3.14 EMPLOYMENT OF UNAUTHORIZED ALIENS

The Coalition shall consider the employment or retention by any assessor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for rejection of the Submission or unilateral cancellation of the Agreement without any liability to the Coalition.

## Section 4. Instructions to Vendors

### 4.1 FORMAT

To be considered for evaluation, the Assessor must conform to the content and format requirements described herein. All responses must be in electronic format **or** hard copy format as follows: both electronic version and hard copy version must be submitted in tabbed sections, the first being the Title Page. Pages must be numbered consecutively within each section. Each question or statement must be reprinted in its entirety and followed by the response. All supporting documentation shall be bound separately and clearly referenced.

### 4.2 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 number to accomplish the following:

- Attend meetings
- Respond to telephone calls to specific inquiries

pertains to this solicitation. Any person, entity, or other organization that knowingly violates this “no contact provision” may be disqualified from responding to this solicitation. This restriction shall not prohibit the Coalition from engaging in communications with current contractors. Such communications shall be limited to the performance of current contractual obligations and shall not include discussion related to this solicitation.

- A. **Allowable Communications.** The following communications are allowable during the “No contact provision” period:
- B. Written Communications are allowable at any time, but only if addressed to the designated contact person in Section 3.1 Such communication is limited to matters of process and procedure already contained in the corresponding solicitation document and should be conducted by the due date in **Section 3.5.**
- C. Oral communications before Executive Committee meetings provided such communication is limited to matters of process or procedure already contained in the corresponding solicitation document and/or clarification related to Submitting response.

### 4.3 QUOTATION MUST INCLUDE

1. An overview of the company/vendor, including expertise of personnel.

2. A full description, including detailed features and functions, of any devices and related docking stations/peripherals that are needed.
3. Pricing information for each Program Assessment and any related CLASS materials cost.
4. Describe the process and timeline to notify the coalition of the assessment scores. The Coalition is seeking to have all scores in WELs within 48 hours. Please detail necessary timeline to make this possible.

## SECTION 5: Bidding Instructions

### I. Interest

Companies who intend to respond to this RFQ 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: RFQ # 2026-004 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 all attachments 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 RFQ. 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 quoted product before negotiating a purchase.

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

### III. Evaluation Criteria

Each proposal will be evaluated based on the following criteria:

- Alignment with the RFQ Scope of Work
- Quotation timeliness, Professionalism, and Conciseness
- Expertise/Experience
- Availability of Resources (based on time requirement)
- Value of product/service

All company responses to this RFQ will receive written notification of the status of their quotation.

## **SECTION 6: 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 because of this RFQ. The RFQ, the quotation, and the resulting purchase agreement will constitute the complete agreement between the company and the Coalition. This RFQ 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.

## **V. SUBMISSION**

To be considered, the following **must** be received by the Early Learning Coalition of Alachua County **Attention: Fiscal | 201 SE 2<sup>nd</sup> Ave., Suite 201, Gainesville, FL 32601 on or-before May 28, 2026, at 3PM EST** on the date noted in the Schedule of Events.

**FOUR (4) Copies of SEALED QUALIFICATIONS and the documents requested;**

**or**

**ONE (1) ELECTRONIC COPY of the Qualifications and the documents requested**

**QUALIFICATIONS RECEIVED AFTER THE SUBMISSION DEADLINE SHALL NOT BE CONSIDERED. NO CHANGES, MODIFICATIONS, OR ADDITIONS TO THE QUALIFICATIONS SUBMITTED WILL BE ACCEPTED BY THE COALITION AFTER THE SUBMISSION DEADLINE HAS PASSED.**

## RFP EVALUATION CRITERIA

### RFQ#2026-004

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

**ATTACHMENT A**

**Early Learning Coalition of Alachua County**  
**RFQ #2026-004 | REQUEST FOR QUOTE FOR AN ASSESSOR FOR**  
**PROGRAM ASSESSMENT for CLASS**

# 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): \_\_\_\_\_

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**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

RFQ #2026-004

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.