



Request for Qualifications (RFQ)

For

Insurance Broker/Agent Services

Date Issued: February 14, 2019

Date Due: March 15, 2019 12:00 Noon

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INSURANCE BROKER/AGENT SERVICES

SECTION I. Introduction

1. Request for Qualifications

The Early Learning Coalition of Broward County, Inc. (“ELC” or “Coalition”) is requesting “Qualification Statements” from licensed Insurance Brokers and/or Agents (hereafter “Broker/Agent”) for the purpose of providing comprehensive professional insurance brokerage for Employee Benefits. The Broker/Agent must have a proven track record of successfully providing this type of insurance coverage as outlined in the “Scope of Services” for employers of comparable size and complexity and will work directly with the ELC staff in administration and delivery of these comprehensive services. **Written proposals using the required format provided herein must be delivered to the ELC office on or before March 15, 2019 at 12:00 Noon at 6301 NW 5th Way Suite 3400 Fort Lauderdale, FL 33309 to be considered. Late submissions will not be considered.**

2. The Early Learning Coalition

The Early Learning Coalition of Broward County is a 501c3 not-for-profit, formed to establish and improve early education programs for more than 25,000 children in Broward County.

Since 2000, following the ratification of Florida Statute 411.01, the Early Learning Coalition of Broward County, Inc. (formerly Broward County School Readiness Coalition, Inc.) has been dedicated to the implementation of an integrated, high-quality, seamless early care and education service delivery system for children. The Coalition is accountable for assessing the early care and educational resources available in Broward County as well as developing local plans to address identified needs.

The Coalition’s role is to develop and administer a comprehensive school readiness program that prepares children to succeed in school and in life, as described in the Local School Readiness Coalition Plan as approved by the Office of Early Learning. This is an ongoing process that involves building on existing services, working in cooperation with other programs for young children and coordinating and integrating program funding and services to achieve efficiency, accountability and full effectiveness.

The Coalition receives the majority of its funding directly from Florida's Office of Early Learning. Some funds are then awarded to community organizations and service providers to perform customer services.

The Coalition touches the lives of thousands of Broward County children and families. While funding does not cover all of the identified unmet needs, we are constantly looking for innovative, additional funding sources. The Coalition strives to use all of its resources in the most effective and efficient manner possible.

Mission Statement

Lead and support the early learning community to deliver high quality early learning experiences to young children and their families.

Vision Statement

All children will have high quality early learning experiences leading to success in school and life.

3. Statement of Purpose

The ELC is seeking proposals for an Insurance Broker/Agent to provide services related to selecting and managing Employee Benefits.

The Employee Benefits plans include health insurance, dental, vision, life, short term disability, long-term disability, and flexible spending accounts. The plan year for employee benefits is August 1st through July 31.

A funding award is anticipated by April 15, 2019

4. Prohibition on Lobbying

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

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

Any applicant or lobbyist for an applicant, paid or unpaid, is prohibited from having any private communication concerning any procurement process or any response to a procurement process with any ELC staff or rating committee members after the issuance of a funding opportunity and until completion of contract award. A proposal from any organization will be disqualified if the Applicant or a lobbyist for the Applicant, paid or unpaid, violates this condition of the procurement process.

5. Conflict of Interest

All Applicants must disclose the name of any officer, director or agency who is also an employee or Board member of the ELC. All Applicants must disclose the name of any ELC employee or Board member who owns, directly or indirectly, any interest in the Applicants' business or any of its branches. Such disclosure must be submitted as a cover letter included with the Application for Funding, addressed to the ELC's CEO, no later than the proposal deadline.

6. Bidding Instructions

1. Sealed Proposals Each Applicant shall submit **one signed original proposal and five (5) photocopies of the completed proposal**. They must be submitted in a sealed envelope or package bearing the title "EARLY LEARNING COALITION of BROWARD EMPLOYEE BENEFITS BROKERAGE SERVICES" along with the name and address of the Applicant submitting the proposal. Proposals should include a contact name and an e-mail address for correspondence, and **shall be submitted no later than 12:00 noon on Date, 2018**, to Christine Klima, ELC Chief Administrative Officer, 6301 NW 5th Way, Suite 3400 Fort Lauderdale, FL 33309. It is the responsibility of the Applicant to ensure that the proposal arrives on time at the right location. Late proposals will not be considered.

2. Application Timetable

- ◆ Dates Advertised/Available:
February 14, 2019 –March 15, 2019
- ◆ Pre-Bid Applicants' Conference
February 28, 2019
Early Learning Coalition
6301 NW 5th Way, Suite 3400
Fort Lauderdale, FL 33309
- ◆ Deadline for Receipt of Written Questions
March 4, 2019
- ◆ Answers to questions available via website (www.ELCbroward.org)
March 6, 2019 by 5:00 p.m.
- ◆ Deadline for Receipt of Proposals (no exceptions)
March 15, 2019 by 12:00 noon
Early Learning Coalition of Broward
6301 NW 5th Way Suite 3400.
Fort Lauderdale, FL 33309
- ◆ Evaluations and Interviews, if applicable
April 1-3, 2019
- ◆ Contract Award Date:
April 15, 2019
- ◆ Contract term
April 15, 2019 to March 31, 2020 with two 1-year renewal options possible.

All dates set forth above are subject to change by the Coalition with notice provided.

3. Pre-bid Applicants' Conference: A Pre-bid Applicants' Conference will be held at ELC, 6301 NW 5th Way Suite 3400 Fort Lauderdale, FL 33309, on **February 28, 2019 time TBD** and is the only opportunity to discuss and ask questions about this solicitation. All prospective Applicants are encouraged to attend in order to have the opportunity to review this bid solicitation and ask questions.

4. Responses to Questions.

a.) Written questions may be submitted via e-mail prior to the Pre-Bid Applicant's conference in order to clarify any matters relating to this RFQ. All questions and responses will become public records and will be available via the website (www.ELCbroward.org). The deadline for questions is **March 4, 2019**. Beyond that date and time, questions will not be answered.

b.) A meeting summary and answers to questions will be available via the website (www.ELCbroward.org), on **March 6, 2019**

c.) Questions should be submitted to Christine Klima, Chief Administrative Officer, Early Learning Coalition of Broward County, 6301 NW 5th Way Suite 3400 Fort Lauderdale, FL 33309 cklima@elcbroward.org

d.) Unauthorized Modifications. Any unauthorized modifications of RFQ specifications, forms or terms may render the proposal invalid.

7. **Public Information**

All submitted proposals, and information included therein or attached thereto shall become public record following the date of award on **April 15, 2019**, in accordance with Chapter 119, Florida Statutes, unless excluded under RFQ, Section III, 4, Trade Secrets. The only contact person with respect to any or all aspects of this RFQ is Christine Klima, Chief Administrative Officer, 954-377-2188; cklima@ELCbroward.org.

8. **Right to Reject Proposals and Waive Non-Material Irregularities**

ELC reserves the right to accept or reject any or all proposals, waive any non-material irregularities and technicalities and make minor modifications and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals. ELC reserves the right, before awarding the contract, to require Applicant(s) to submit evidence of qualifications or any other information ELC may deem necessary.

SECTION II. RFQ Information

A. **Scope of Services**

The Early Learning Coalition of Broward County (ELC) seeks a professional licensed insurance Broker/Agent to secure all Employee Benefit Plans for the organization. The employee benefits plans include health insurance, dental, vision, life, short term disability, long-term disability, and flexible spending accounts. The plan year for employee benefits is August 1st through July 31st.

This RFQ is part of the annual process of reviewing ELC's benefit plans and service providers beginning in July 2018 with the objective of evaluating our current Broker/Agent relationship relative to other interested parties and their ability to provide the outlined "Scope of Services". The objective of this RFQ is to review Broker/Agent services and possibly solicit new or different insurance carriers or coverage. In the event ELC determines it is in the best interest to consider other carriers or coverage, Broker/Agents submitting a proposal must be able and willing to

handle these solicitations and negotiations on behalf of the ELC if selected.

The anticipated duration for the initial Broker/Agent services is for a period of three (3) years. The duration may be reviewed from year to year at ELC's sole discretion, and ELC may further extend the relationship on an annual basis for up to two (2) additional years. Conversely, ELC reserves the right to terminate the relationship at any time should it be determined that the Broker/Agent is not fulfilling the "Scope of Services" as expected. The Broker/Agent relationship is expected to commence immediately following the selection process, to include fulfilling all service requirements for a smooth transition to a well-organized open enrollment for all of the Employee Benefit Plans in July 2019, for the plan year beginning August 1, 2019. The final selection is subject to approval by the Early Learning Coalition of Broward.

Employee Benefit Plans:

The ELC is seeking qualifications for a licensed insurance Broker/Agent for its Employee Benefits Plan. There are approximately 125 employees and 75 eligible dependents. The current core of Employee Benefits includes Medical Insurance (through Florida Blue), Life Insurance, Dental, Vision, Short term Disability, Long-term Disability, Flexible Spending Account, and Employee Assistance Program. At minimum, the selected Broker/Agent will be expected to provide the following services:

- Solicit and negotiate plan proposals and rate quotes from existing and alternate insurance carriers for annual renewals.
- Provide thorough analysis and recommendations for both cost saving and benefit enhancement options, to include scope of plan design changes (new and non-traditional approaches), impact on plan cost, value added services, etc.
- Conduct annual open enrollment benefits meetings for all employees, including preparation and presentation of annual benefits plan status report.
- Maintain an active and ongoing relationship with the service providers/insurance carriers to ensure smooth operation and delivery of benefits as well as facilitating prompt review and resolution of plan and claims administration issues.
- Make regularly scheduled visits to the ELC to respond to questions, solve problems, and assist with benefit administration.
- Provide a team of servicing representatives available to ELC on an ongoing basis.
- Provide plan design and financial management performance updates throughout the plan year via detailed analysis, review, and evaluation of costs, claims, and trends.
- Assist with development and design of year-round informational materials, employee meetings, Annual Health Fair, etc. to maximize employees' knowledge and understanding of how to be the best consumer of the employee benefits plan.
- Be knowledgeable of all Federal and State benefits laws (including but not limited to: COBRA, HIPPA, FMLA, etc.) and serve as a resource to ELC Human Resources staff.

- Inform or provide trainings to ELC staff of changing legislation and legal decisions affecting employee benefits. Advise on and discuss methods to comply with these changes.
- Provide compliance and Governmental administration services internally or via third party, to include responsibility for all COBRA, if applicable, notification obligations, premium collection, and provide documentation/reporting of same.
- Coordinate provision of Administration services internally or via third party.
- Upon request, perform related tasks reasonably associated with the “Scope of Services” as outlined above.

B Submission Criteria

Applicants are encouraged to keep RFQ responses concise and relevant to the Scope of Work. In order to maintain comparability and enhance the review process, it is requested that responses be completed and organized in the manner specified in Section IV instructions. Include all information in your proposal. Failure to provide complete and/or adequate responses to the following will be grounds for rejecting the Broker/Agent from further consideration. It is required that one (1) original proposal and five (5) copies of the proposal be submitted. All submittals should include the following:

1. Describe your firm. Include the legal name and address of the main office and branch locations, number of employees, years in business, and designation of legal entity. Indicate whether your firm operates independently or, if your firm is a wholly owned subsidiary or affiliate of a parent company, identify the parent company. Include whether you are a broker-dealer or other type of financial institution. Broker must be licensed for insurance coverage relating to all Employee Benefits’ policies described above.
2. Identify the person(s) who will be assigned (and readily available) to this engagement, their specific role(s) and their office location. Include details regarding relevant professional experience and areas of expertise, including: resumes, licenses, certification, etc.
3. Provide three (3) references (preferably of similar size and demographics to ELC) that you currently provide Broker/Agent services to. Include in this submittal: organization name, address, contact name and title, phone number, period served, and scope of coverage and carriers.
4. Describe the process your company will use to prepare the bid specifications that will be sent out to prospective counterparties. Summarize the bidding process including your role after the bids are taken through to closing on the agreements.
5. Provide work samples that demonstrate your ability to meet and exceed expectations as outlined in “Scope of Services” such as examples/explanations of your firm’s value added approaches and services that you feel distinguish you from other Broker/Agents. You may also include any other supplemental items that you feel should be brought to our attention and given consideration in evaluating your qualifications.
6. Disclose any known existing or prior business relationships (within the last five years) with ELC Officials or employees.

7. A fee proposal. What fee, if any, will your firm receive from the selected investment provider? Please note that during the “Qualification Statement” review process, further information may be requested by ELC for more in-depth evaluation.

C. Evaluation Process and Criteria

A rating committee will evaluate the proposals and make recommendations to the Coalition, in accordance with established evaluation criteria. The ELC Chief Administrative Officer and Human Resources Manager may also serve on the Rating Committee for the purpose of qualification review and evaluation, interviewing, and recommendations to the ELC Coalition. The Rating Committee may request a presentation by any or all Applicants to clarify proposed plans and details as part of the review and evaluation process. They may also ask additional questions to clarify the proposal submitted.

Coalition members will select a successful Applicant and, if contract agreement cannot be reached with the selected Applicant, ELC shall negotiate with their next selection(s) until an Agreement is reached. At any time during the negotiations, ELC may modify the choice of a selected Applicant if determined to be in the best interest of ELC.

ELC reserves the right to reject any or all proposals submitted. ELC further reserves the right before recommending any award to inspect the facilities, agency, and financial condition or take any other action necessary to determine the ability to perform the work in accordance with specifications, terms and conditions. The evaluation will be based on the following criteria:

	Description of Service	Points
a.	Demonstrated experience and approach in providing comprehensive Insurance Broker/Agent Services.	0-30
b.	Qualifications and experience of the staff that will be directly assigned to handle the account.	0-30
c.	Include any proprietary offerings or value added services that will further enhance the employee benefits plan through a combination of cost saving measures, benefit enhancements, specific offerings, etc.	0-30
d.	Experience working with government and/or non-profit clients and the firm’s familiarity with insurance issues similar to those facing ELC.	0-10
e.	Maximum Points	100

D. Contract Term:

1. It is the intent of ELC to receive proposals for the selection of a Broker/Agent to provide consulting services for three (3) years with two (2) one year renewal options with Coalition approval.

2. Cancellation of Award/Termination: In the event any of the provisions of the contract are violated by the vendor, the CEO, or designee will give written notice to the vendor stating the deficiencies. Unless the deficiencies are corrected within ten (10) days, a recommendation will be made to the Coalition for immediate cancellation. Upon cancellation, 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 RFQ, without cause, with 15 days prior written notice to the other party. If said contract should be terminated without cause, ELC will be relieved of all obligations under said contract. ELC will only be required to pay to the vendor that amount of the contract scope of work actually performed to the date of termination.

The vendor will have the option to terminate the contract, without cause, upon 15 days prior written notice to the CEO. Cancellation of contract by provider may result in removal from bidders/Applicants list for a period of three years.

3. Default: In the event that the awarded Applicant(s) should breach this contract, ELC reserves the right to seek remedies in law and/or in equity. Default will result in removal from the bidders/Applicants list for a period of three years.

E. Award of Contract: The Early Learning Coalition Broker/ Agent Insurance Services is expected to be awarded by letter on April 15, 2019 and posted on the ELC Website.

F. Appeals Process

An applicant may appeal Coalition funding recommendations by utilizing the following guidelines. Appeals are limited to procedural grounds.

- a. Any Applicant who is adversely affected by a procedural determination may file a Notice of Appeal, in writing, within seventy-two (72) hours following the receipt of a Notice of Fatal Flaws. The Notice of Appeal shall be in writing, shall state the facts upon which such appeals shall be based and the issue(s) to be decided. All notices shall be directed to the CEO at ELC, 6301 NW 5th Way Suite 3400, Fort Lauderdale Florida 33309.
- b. The CEO shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) working days of receipt of the formal written Notice of Appeal.
- c. If the appeal is not informally resolved, the aggrieved party may file a written request for a formal Appeal Hearing before a Hearing Officer. The Hearing Officer shall be appointed by the Coalition Chair. Coalition's legal representation may be present to advise the Hearing Officer regarding hearing procedures and legal issues.
- d. Within five (5) working days from the date of the Appeal Hearing, the Hearing Officer shall send to the Applicant a final determination consisting of its findings of fact and conclusions as to whether the procedural requirements were complied with by the Coalition. Any determination of the Hearing Officer shall be final.
- e. If, in the sole determination of the Coalition that a dispute may result in a delay or interruption of services to clients, it reserves the right to contract with a contractor of choice on an interim basis to ensure the delivery of service until the appeal is resolved. The disputed dollar amount will be earmarked until the appeal is resolved. All other funds shall be available for distribution.

2. Bond

- a. Any Applicant who files a Notice of Appeal shall post with ELC, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida, payable to ELC in an amount equal to one percent (1%) of the ELC's estimate of the dollar value of the proposed contract, or five thousand dollars (\$5,000), whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against the bidder or applicant in the Hearing Officer in which the action is brought.
- b. If, after completion of the hearing process and the ELC prevails, it shall be entitled to recover all costs and charges associated with attorney's fees. Upon payment of such costs and charges by the person protesting the decision, or intended decision or contract award, the bond shall be returned to the firm.

SECTION III - TERMS, CONDITIONS AND OTHER REQUIREMENTS

1. Tax Exemptions

ELC is exempt from federal and state taxes for tangible personal property, sales taxes, and intangible taxes. The Chief Administrative Officer will sign an exemption certificate submitted by the successful Applicant(s). Applicant(s) doing business with ELC will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the ELC, nor will any Applicant be authorized to use the ELC's Tax Exemption Number in securing such materials.

2. Legal Requirements

It shall be the responsibility of the Applicant to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Applicant(s) will in no way be a cause for relief from responsibility.

Applicants(s) doing business with ELC are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, gender, sexual orientation, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

3. Agreement

A contract will be negotiated after the award for any work to be performed as a result of this RFQ. The RFQ, the proposal, and the resulting contract will constitute the complete Agreement between Applicant and ELC.

4. Trade Secret and Confidential Materials

If the application includes material which is deemed a trade secret (as defined by Section 812.081, FS) or other confidential material exempt from the provisions of Chapter 119, FS, which the applicant does not wish to become public record, the following statement should be included in the application:

"Trade Secrets as defined by Section 812.081, Florida Statutes, or other confidential materials contained on *applicable* pages of this application shall not be used or disclosed, except for evaluation purposes. However, if a contract is awarded to this offer or as a result in connection with the

submission of this program, the Coalition shall have the right to use or disclose the information designated as trade secrets or confidential to the extent provided in the contract. This restriction does not limit the Coalition's right to use or disclose the information designated as trade secrets or confidential which is obtained from another source."

Any exemption claimed will be limited to the pertinent data/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, FS, 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.

SECTION IV - INSTRUCTIONS FOR INSURANCE BROKER/AGENT SERVICES

SUBMISSION CHECKLIST

1. Table of Contents
2. Letter of Certification
3. Firm Profile
4. Approach and Methodology
5. Experience and References
6. Cost and Estimated Time Schedule
7. Certification Affidavit
8. W-9 IRS Form

a. Table of Contents

Table of Contents: section the material by tabs and by page number.

b. Letter of Certification

This section is a letter of certification on Company letterhead signed by the Applicant. The letter should state that the firm can provide the service ELC requires, that specific attachments have been included, that the required additional documentation will be forwarded within 24 hours if selected, and that it is understood that all information included in the response shall become public record. See the example of the Letter of Certification Exhibit A of this RFQ.

c. Firm Profile

Outline the structure of agency, address, length of time in business, applicable licensure requirements, number of employees, etc.

d. Approach and Methodology

1. Discuss how you will accomplish the Scope of Services outlined in Section II – RFQ Instructions. At a minimum, include an explanation of the responsibilities as outlined below:

a. Provide resumes and descriptions of the staff assigned to this engagement.

b. Discuss the approach used:

- to solicit and negotiate the best comprehensive benefits package for ELC's employees;
- to ensure a smooth or seamless open enrollment process;
- to troubleshoot issues as they arise, etc.

c. Describe any value-added services that will be available through this contract.

d. Describe available trainings and applicable fees related to insurance and employee benefits so that ELC staff may stay abreast of changing legislation and requirements.

e. Discuss overall communication methods used in presenting various options/plans to ELC staff.

e. Relevant Experience and References

List two relevant references and their contact information.

f. Cost and Estimated Time Schedule

Outline the cost structure and provide any applicable costs to ELC.

g. Certification Affidavit

The Certification Affidavit attests that the organization has made all necessary disclosures and will provide copies of policies within 3 days of being selected. This form needs to be signed with the proposal.

h. W-9 IRS Form

Complete a standard W-9 IRS form to certify the firm's taxpayer identification number (See RFQ Attachment C.)

EXHIBIT A

Example of Letter of Certification

Christine Klima, Chief Administrative Officer
Early Learning Coalition of Broward County
6301 NW 5th Way Suite 3400 Fort Lauderdale, FL 33309

Dear Ms. Klima:

We have read the Early Learning Coalition's Request for Qualifications for Insurance Broker/Agent Services and fully understand its intent. We certify that we have adequate personnel, equipment, technology, and facilities to fulfill the requirements. We understand that our ability to meet the criteria and provide the required services may be judged by a Rating Committee with final approval from the Coalition.

We have attached the proposal for Insurance Broker/Agent Services.

I, the undersigned Applicant have not divulged, discussed, or compared this proposal with any other Applicants and have not colluded with any other Applicant in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

It is understood that all information included in, attached to, or required by this RFQ shall become public record upon their delivery to ELC as defined in the Public Records Act, Chapter 119, F.S.

Submitted by:

(FIRM)

(AUTHORIZED SIGNATURE)

(DATE)

(TITLE)

(E-MAIL)

(TELEPHONE)

CERTIFICATION AFFIDAVIT

DIRECTIONS: BY ATTESTING TO THIS FORM, THE PROVIDER AGREES TO COMPLY WITH ALL SECTIONS (ONE THROUGH FIVE) ON SWORN AFFIDAVIT. THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. APPLICATION ACCURACY

I do hereby certify that all facts, figures, and representations made in the proposal are true and correct. The filing of this proposal has been authorized by the contracting entity and I have been duly authorized to act as the representative of the organization in connection with this proposal. I also agree to follow all Terms, Conditions, and applicable federal and state statutes.

2. PROHIBITION ON LOBBYING

Applicants are hereby advised, and agree to comply with the Coalition's adopted prohibition on lobbying:

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

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

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

3. CONFLICT OF INTEREST

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

All Applicants must disclose the name of any officer, director or agency who is also an employee of the Coalition. All Applicants must disclose the name of any Coalition employee who owns, directly or indirectly, any interest in the Applicants' business or any of its branches. Such disclosure must be submitted as a cover letter included with the Application for Funding, addressed to the Coalition Chair, no later than the proposal deadline.

4. AGENCY CERTIFICATION

I, the undersigned Applicant, hereby attest that the following policies, procedures, regulations, and documentation are in effect and agree to provide copies of the following within three (3) working days of notification of intent to contract or contract award:

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

5. PUBLIC ENTITY CRIME AFFIDAVIT

- a. I understand that a "public entity crime as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- b. I understand that "convicted" or "conviction" as defined in Paragraph 287.1 33(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- c. I understand that an "affiliate" as defined in Paragraph 287.1C3(a)(a), Florida Statutes means:
 - o A predecessor or successor of a person convicted of a public entity crime; or
 - o An entity under the control of any natural person who is active in the management of the entity and who has been convicted of public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- d. I understand that a “person” as defined in Paragraph 287.1330) (e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- e. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).
- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
 - There has been proceeding concerning the conviction before a hearing officer of the state of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).
 - The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).
 - The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services).

