



**Request for Proposals (RFP)**  
**For Staff Professional Development Training Services**  
**PR 22-5037-00-FY22**

**Issued: April 15, 2022**  
**Date Due: May 10, 2022**

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# Request for Proposals for Staff Professional Development Training Services

## SECTION I. Solicitation Information

### A. Request for Proposals for Staff Professional Development Training Services

The Early Learning Coalition of Broward County (The Coalition) is seeking responses from one or more qualified vendors with relevant experience and expertise to conduct live, customized, instructor-led professional development trainings for Coalition management and staff. These services are being procured through an RFP to select the best qualified responsible vendor(s) through an open, competitive process whose proposal is most advantageous to the Coalition, taking price, service value and all other factors into consideration. The total forecasted budget for the services is up to \$50,000 per fiscal year (July 1 to June 30) for all services. The Coalition seeks to contract with the successful vendor(s) for one year initially, with the possibility of up to four (4) one (1) year renewals thereafter. The source of funding for the requested services is estimated as follows:

Federal:	68%
State:	25%
Local:	7%
<b>Total</b>	<b>100%</b>

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

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

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

performance standards through coaching, training, and business development.

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

The Coalition also provides Child Care Resource and Referral services (CCR&R) to all Broward families, regardless of income, to help them identify and select the best child care and early education options to fit their needs such as special education services, specific hours of operation, or location near a parent's work or school. This wide range of agency activities services over 30,000 children each year while allowing their families to remain employed and/or in school and channels more than \$160 million into the economy of Broward County annually. The Coalition's programs provide an invaluable benefit not just to the children and families served but also to child care employees, early educators, small and medium sized businesses, and the communities and municipalities they live in.

## **C. Scope of Services, Vendor Qualifications and Cost Proposal**

### **1. Scope of Services:**

The Coalition has expanded tenfold over the last five years. Our business model has been transformed at dizzying speed from a small agency overseeing a handful of subcontractors to a large agency providing a myriad of direct services with more than half of our staff now permanently working remotely full time or hybrid. In a business environment with so much rapid growth, change and disruption, the staff and leaders of our ten departments/functional groups have had little opportunity for structured professional development training or for sharing ideas among the 200 staff that now deliver the Coalition's services.

To fill this gap and build the skills of our employees, the Coalition is seeking two types of live, instructor-led and customizable professional development services:

- a) Management-Leadership skills training
- b) General staff professional business skills training

The training or workshop curriculum proposed may be standard “off-the-shelf” Vendor offerings but there must be an opportunity to customize, if needed, to meet the following Coalition staff professional development goals:

- **Build a Cohesive Management Team**: Develop and help synchronize the leadership skills and team-building approaches of management and emerging leader staff
- **Encourage Collaboration**: Encourage discussion, collaborative problem solving and understanding about management, communication and career development issues across Coalition departments or functional units
- **Protect the Organization**: Empower Directors and Managers with knowledge to avoid pitfalls or liability when hiring, managing or communicating with their team members.
- **Encourage Ambition and Growth**: Encourage staff to seek and develop skills needed to define a career path at the Coalition and to grow as professionals in their jobs.
- **Enhance Performance**: Provide practical skills and tools to all staff to enhance job performance.

The successful Vendor(s) will propose trainings or a series of trainings for small groups of up to twenty (20) staff per session. The sessions should range from 1 to 4 hours each with no more than two (2) scheduled instructor-led courses per month per topic. The trainings may be offered in a virtual format or on-site at the Coalition Offices located at 1475 West Cypress Creek Road Suite 301, Fort Lauderdale, FL 33309, however the Coalition prefers on-site, in person formats, if possible.

### **Training Content and Services:**

The successful Vendor(s) shall:

- ✓ Propose courses with content tailored to the target audience of management/leaders or all staff, as appropriate.
- ✓ Clearly specify the learning goals of each course and the expected outcomes, detailing how the participants will apply the training in the workplace.
- ✓ Adapt the courses for a public sector, human-services workforce, making adjustments as warranted based on course evaluation and other feedback.
- ✓ Deliver the material with an engaging, interactive approach that stimulates learning, active participation, sharing and discussion among staff.
- ✓ Propose value-added services, such as post-course resources or follow up consultation with individuals or small groups of individuals as appropriate.
- ✓ Propose courses that cover some or all of the following topic areas:

### **Topics for Management and Emerging Leader Trainings:**

#### **a. Introduction to Leadership**

The successful vendor will provide training covering a clear overview and introduction to the complexities of practicing leadership skills. The curriculum should provide practical strategies for becoming a better leader including, but not limited to, high performance collaboration with peers, team motivation techniques and the importance of being a role model in the workplace.

**b. Supervision, Evaluation and Performance Management:**

The successful Vendor will provide an overview of supervision, performance evaluation and feedback best practices to empower managers to successfully lead teams. The training should emphasize the importance of collaborating with peers to apply equitable performance standards across the organization and avoid disparate impact or perceptions of unfairness. Specific suggested topics include:

- Overview of supervision and performance management
- Setting and communicating performance expectations
- Giving and receiving feedback
- Documenting performance problems and corrective action
- Performance evaluation approaches
- Using discretion and managing boundaries
- Case studies with real life examples for discussion
- Resources/tools for future reference

**c. Transitioning from Peer to Supervisor**

As the Coalition expanded, many line supervisor and management positions were filled by newly promoted technical professionals that became leaders for the first time. The successful Vendor will provide practical advice and strategies for these new leaders to successfully transition to a supervisory/leadership role. The training should help participants to grasp all the ways their new role affects their relationships with their colleagues and former peers and help the new supervisor to avoid pitfalls. Specific suggested topics include:

- Overview of the challenges internally promoted leaders face with boundaries and relationships
- Practical strategies for recognizing and setting new boundaries with former peers.
- Understanding the supervisory perspective of the Coalition's business
- Asserting authority and earning trust with a new team.
- Strategies for creating an open, collaborative team culture.
- Case studies with real life examples for discussion
- Resources/tools for future reference

**d. Employment Law 101 for Managers**

The successful Vendor will provide an overview of the federal and state laws that govern the workplace including, but not limited to:

- Legal definitions of hostile work environment, harassment and other key terms
- Interviewing and Hiring
- Wage and Hour Laws
- Handling Harassment Complaints
- Preventing Retaliation
- Family and Medical Leave Act
- Reasonable Accommodations

**e. Individualized Team Building for Managers together with their Team Members**

The successful Vendor will provide a proposal for small group workshops designed to help managers and their team members (many of which are working 100% remotely) explore individual and group strengths, work styles, work environments and approaches that affect team harmony and productivity. Specific suggested topics include:

- Exercises to identify individual behavioral styles
- Planning & problem solving strategies in light of team member profiles
- Practical tools that help the team work together and thrive
- Impact of remote/virtual work on team dynamic

**Topics For All Staff:**

**a. Team Dynamics: Decision-making and Problem Solving with a Team**

The successful Vendor will present an overview of the complexities of working effectively as a team, highlighting the ways that all types of team members can constructively contribute to the process. The training should also be an opportunity for members of different teams to meet each other, hear about their work and interact together in the learning process. The successful Vendor will build a sense of belonging among the participants and help make colleagues more aware of each other's challenges and strengths.

**b. Conflict Resolution in the Workplace**

The successful Vendor will help staff to identify the most common causes of conflict at the Coalition, provide techniques for managing workplace conflict and identify the negative effects of unresolved conflict and emphasize the importance of timely resolution.

**c. Effective Workplace Communication**

The successful Vendor will provide strategies to improve communication approaches when interacting with colleagues, subordinates, management, vendors, and customers, including, but not limited to the following:

- Do's and Don'ts of using various communication mediums (i.e. email, phone, Teams, Zoom, in-person conversations)
- The importance of active listening and how to develop this core skill.
- Approaches to recognize and overcome communication barriers.
- Methods to tailor messaging for varying communication styles.
- Strategies to better deliver, receive, and process feedback.

**d. Time Management**

The successful Vendor will provide practical techniques for Coalition staff to be more effective, efficient and de-stressed about managing time and meeting deadlines using real life Coalition-based examples. The training should include techniques for:

- Budgeting time for tasks
- Working smarter
- Using tools to manage time
- Avoiding pitfalls that disrupt time management
- Measuring one's own productivity

**e. Customer Service Skills**

The successful Vendor will provide a comprehensive overview of the elements of good customer service and techniques that Coalition staff can apply to their daily work.

**2. Minimum Vendor Requirements:**

The qualified vendor shall:

- i. Own or otherwise have documented legal right to present course content that was developed prior to submitting a response to this RFP.



- ii. Be experienced and specialize in performing the complete scope of work specified in the RFP document.
- iii. Have the internal resources and availability to carry out the services described above.
- iv. Be located in the United States
- v. Not de-barred from receiving Federal or Florida State funding.

**3. Cost Proposal:**

The Applicant shall prepare an all-inclusive fixed fee per training session cost proposal.

**D. Submission Instructions and Timeline:**

**1. Submission**

Each entity or person who responds to this procurement shall submit their written Proposal and Certification Affidavit (included as Exhibit A) by email to [rfp@elcbroward.org](mailto:rfp@elcbroward.org) **no later than the date and time listed on the timetable below**. Late Proposals will not be considered.

The submission must include the following:

- a. Cover Letter Including:
  - i. RFP Name and Number
  - ii. Respondent Name and Address
  - iii. Name, Phone Number and Email Address of Respondent contact person
- b. Vendor Description Including, but not limited to:
  - i. Legal Name
  - ii. Address of main office and branch locations
  - iii. Number of employees
  - iv. Years in business
  - v. Indication of how firm operates (independently, parent company, etc.)
  - vi. Disclosure of any business relationships with Coalition officers or employees
- c. Firm Qualifications including, but not limited to:
  - i. Relevant experience/expertise
  - ii. Person(s) to be assigned for each training
  - iii. Resumes
  - iv. Three written reference letters with contact information for verification
- d. Description of How each of the Requested Services will be Provided.
  - i. Respondents may submit proposals for the entire Scope of Services in this RFP or for one or more specific training topic and/or activity listed above. If Vendor is not submitting for one or more services indicate "No Proposal" for that item.

- ii. Overview of each course or training series, including learning goals and training points that will be covered as well as format, frequency, session length and target audience.
  - iii. Description of the Vendor’s approach to engaging participants and stimulating discussion during each session and afterward.
  - iv. Description of the expected outcomes and participant take-aways from each session.
  - v. Description of how outcomes will be measured.
- e. Schedule of Proposed Fees and Billing Methodology for the Initial Agreement Term and for Up to Two (2) One Year Renewals
  - f. Completed Certification Affidavit (Exhibit A)
  - g. Completed Form W-9 (Exhibit B)

**2. Timeline:**

RFP posted on Coalition Website	<b>April 15, 2022 5:00 PM</b>
Deadline for receipt of written questions	<b>April 29, 2022 12:00 Noon</b>
Pre-Submission Conference (Location/Virtual TBD)	<b>April 29, 2022 Time TBD</b>
Application submissions Due (No exceptions)	<b>May 10, 2022 5:00 PM</b>
Respondent Interviews, if applicable	<b>May 18, 2022 TBD</b>
Award Notice Posted	<b>June 13, 2022 5:00 PM</b>

**E. Evaluation Process and Criteria**

The Coalition’s Rating Committee will evaluate the proposals and make recommendations to the Coalition in accordance with the established evaluation criteria as set for in the RFP or as published by the Coalition, whichever is applicable. The Coalition’s 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. The Coalition’s request for presentations may include an interview by the Applicant with the Coalition’s Rating Committee. The Coalition’s Rating Committee will rate all Applicants and will communicate its ratings and recommendations to the appropriate Coalition Committee and/or Coalition Board at a publicly noticed meeting.

Notwithstanding the foregoing, a Board Committee, in its sole discretion, may act as the Coalition’s Rating Committee for this solicitation instead of forming a separate Rating Committee. The Board will vote on the selection of a successful Applicant and, if an agreement cannot be reached with the selected Applicant, The Coalition shall negotiate with their next selection(s) until an agreement is reached and a contract is signed between the parties. At any time during the contract negotiations after the award of the

solicitation, the Coalition may modify the choice of a selected Applicant if determined to be in the best interest of the Coalition. The Coalition further reserves the right before recommending any award to inspect the facilities, agency, and financial condition or take any other action necessary to determine the ability to perform the work in accordance with specifications, terms and conditions.

The evaluation will be based on the following criteria:

Course Description	40%
Training Approach	30%
Qualifications and References	15%
Cost Proposal	15 %
<b>Total</b>	<b>100%</b>

**F. Prohibition on Lobbying**

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

**G. Conflict of Interest**

All respondents must disclose the name of any Coalition employee or Board member who owns, directly or indirectly, any interest in the respondent’s business or any of its branches or whose relationship with the respondent with otherwise constitute a conflict of interest. Such disclosure must be submitted as a cover letter included with the Qualifications Form, no later than the proposal deadline.

**H. Public Information**

All submitted Proposals, and information included therein or attached thereto shall become public record in accordance with Chapter 119, Florida Statutes unless otherwise exempt. The only contact person with respect to any or all aspects of this procurement is Christine Klima, Chief Administrative Officer; [RFP@ELCbroward.org](mailto:RFP@ELCbroward.org).

## Section II: Terms, Conditions and other Requirements

### A. Vendor Award and Agreement

Vendor Agreement: n agreement will be negotiated after the award for any work to be performed as a result of this RFP. The RFP, the Proposal, and the resulting agreement will constitute the complete Agreement between Vendor and the Coalition. The expected agreement term will be for one (1) year with up to two (2) one-year renewals subject to Coalition approval. The commencement of the term or the term itself may be extended or reduced depending on the needs of the Coalition.

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

Notwithstanding the foregoing, the Coalition reserves the right to terminate the award of the RFP or reject a proposal without cause at any time (including but not limited to subsequent to the execution of any contract arising from the award of the RFP with the successful Vendor) with written notice to the successful or offending Vendor, whichever is applicable, if said Vendor has violated the terms and conditions of the RFP. If said contract should be terminated without cause, the Coalition will be relieved of all obligations under said contract. The Coalition 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 successful Vendor will have the option to terminate the award of the RFP without cause, upon 15 days' prior written notice to the CEO. Cancellation of the award of the RFP by the successful Vendor may result in removal from bidders/vendors list for a period of three years.

### B. Addenda

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

**C. Acceptance/Rejection of Submissions and Waiver of Irregularities**

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

The Coalition may supplement, amend, modify and/or expand the solicitation requirements, request a clarification or other information, accept Proposals from one or more Vendors, in whole or in part, award only a portion of this solicitation, and award this solicitation to more than one Vendor. The Coalition reserves the right, before awarding the contract, to require Vendor(s) to submit evidence of qualifications or any other information the Coalition may deem necessary. The Coalition further reserves the right to cancel this RFP solicitation at any time without any liability and to cancel the award of any contract at any time before execution of said contract by all parties without any liability to the Coalition.

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

**D. Tax Exemptions**

The Coalition is exempt from federal and state taxes for tangible personal property, sales taxes, and intangible taxes. Vendor(s) 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, nor will any Vendor be authorized to use the Coalition’s tax exemption number in securing such materials.

**E. Legal Requirements**

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

**F. Disqualification**

The Proposal and the Vendor shall be disqualified if:

- a. The Vendor or affiliate has been placed in the discriminatory, convicted or scrutinized company vendor list pursuant to Sections 287.133, 287.134, or 287.135 of the Florida Statutes.
- b. The Vendor or affiliate has not complied with an official order of any agency of the State of Florida or the United States Department of Labor to repay disallowed costs incurred during its conduct or projects or services.
- c. The Vendor or affiliate has failed to perform any contractual obligations, whether past or present, with the Coalition in a manner satisfactory to the Coalition; or has failed to correct unsatisfactory performance, whether past or present, to the satisfaction of the Coalition.
- d. The Vendor or affiliate had a contract terminated by the Coalition, by any other Coalition, Florida state agency or by any Early Learning Coalition for cause.
- e. The Vendor or affiliate or any of its staff have participated in the development of the RFP documents for this Solicitation.
- f. The Vendor or affiliate fails to comply with the mandatory requirements as set forth in this RFP.

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

#### **G. No Discrimination**

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

#### **H. Cost of Preparation of Quotation**

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

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# EXHIBIT A

## CERTIFICATION AFFIDAVIT

**DIRECTIONS:** Complete and Sign and Submit to RFP@elcbroward.org

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

**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**

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

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

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

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

**3. CONFLICT OF INTEREST**

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

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

**4. AGENCY CERTIFICATION**

I, the undersigned Vendor, hereby attest that the following policies, procedures, regulations, and



documentation are in effect:

- a. 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:
  - A predecessor or successor of a person convicted of a public entity crime; or
  - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of affiliate.
  - The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment of income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- d. I understand that a “person” as defined in Paragraph 287.1330) (e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- e. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).
- f. 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.
- g. 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

