

EARLY LEARNING COALITION OF BREVARD COUNTY, INC.

REQUEST FOR PROPOSALS
ELCBRFP11.12.01

INFORMATION TECHNOLOGY SUPPORT SERVICES

Fiscal Year 2012-13
(July 1, 2012 through June 30, 2013)

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INTRODUCTION

Legislation enacted by the Florida Legislature, entitled the *School Readiness Act of 1999, Florida Statute, 411.01 as amended* (the "Act"), created Florida's Office of Early Learning to provide a unified approach to coordinate and enhance School Readiness programs with responsibility for adopting and maintaining coordinated programmatic, administrative, and fiscal policies and standards for all School Readiness programs. The Act, as amended, authorized the formation of the Early Learning Coalitions representing Florida's counties. The Coalitions are each responsible for developing a plan and administering local School Readiness programs.

Pursuant to the Act, Florida's Office of Early Learning (FOEL) is charged with the responsibility for administering the School Readiness programs at the state level and it is required to have a budget for the School Readiness system to be financed through an annual appropriation. Each Early Learning Coalition is responsible for administering the School Readiness program at the local level. The Early Learning Coalition of Brevard County, Inc. (hereinafter referred to as "Coalition"), a non-profit corporation, was created to fulfill the intent of this legislation at the local level. Its governing board consists of no more than 15 members of the local community. Its mission is to provide leadership and support for School Readiness and Voluntary Pre-kindergarten programs so that children have the opportunity to benefit from the highest quality early learning environments.

The local Early Learning Coalition's role is to develop and administer comprehensive School Readiness program and Voluntary Pre-Kindergarten programs that prepare children to succeed in school and in life. This ongoing process 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. To this effect, the Coalition is requesting proposals from qualified, professional technology vendors for Information Technology Support Services. The ideal vendor will provide technical support, assistance, hardware and software troubleshooting, system maintenance and training, information systems security and documentation of Coalition hardware and software inventory, while mitigating the risks associated with technology obsolescence, with being locked into proprietary technology, and reliance on a single source of supply over the life of the system.

The successful vendor will be expected to organize Help Desk (hereinafter HD) service calls, updates and/or upgrades efficiently and to ensure that there is NO significant computer downtime during normal working hours, generally 8:00 a.m. to 6:00 p.m., Monday through Friday.

BACKGROUND

The Coalition's technological infrastructure is approximately as follows:

Hardware being used:

- 62 PCs in use
- 29 Laptops
- Rockledge – Samsung OfficeMate 7200 system with built-in voicemail, 50 phones (iDCS 18D)
- Melbourne – Vodavi Phone systems with 2 voice mail units, 15 phones
- 5 iPhones, 8 smartphones (employee provided, access maintained by Coalition)
- 26 shared printers
- 6 networked copiers (multi-function machines, under separate service contracts)
- Windows XP Professional – 32 bit, Windows XP Home on 3 Netbooks

Server software being used:

- 5 – Windows Server 2003 R2 Standard – SP 2 (2 Virtualized)
- 2 – Windows 2008 Server R2 Enterprise 64 bit – SP 1 (1 Virtualized)

Backup Information:

Completed through a NAS machine and backed up off site through contracted provider. Occurs 4 times daily.

Connectivity Information:

Main location (Rockledge) has 50MB cable connection, Bright House is service provider.
 Melbourne location has 10 MB cable connection, Bright House is service provider.
 Titusville location has 6 MB cable connection, Bright House is service provider.
 Workforce locations provide computers and internet connection and our staff connects via Remote Desktop Connection.

Coalition specialized software

Sage MIP Fund Accounting
 Enhanced Field System (EFS)

Firewalls:

- 1 – SonicWall 2400
- 2 – SonicWall TZ180

Switches:

- 9 – 5-port switch by Linksys
- 1 – 5-port switch by Intellinet
- 1 – 16-port switch by Linksys
- 1 – 16-port switch by 3-Com
- 1 – 24-port switch by Dell
- 1 – 48-port switch by Dell
- 2 – 10/100 fx multi mode switching converter box

The following sites are included in this proposal and will be serviced in accordance with the requirements set forth under *Section 3: Service Requirements*:

<p>Main Location: 1018 S. Florida Avenue, Rockledge, FL 32955</p>	
<p>Melbourne: 2080 W. Eau Gallie Blvd Melbourne, FL 32935</p>	<p>Titusville: Harry T. Moore Center 725 S. Deleon St Titusville, FL 32780</p>
<p>Brevard Workforce Locations (must collaborate with Workforce IT)</p>	
<p>South Rockledge: 295 Barnes Blvd Rockledge, FL 32955</p>	<p>Palm Bay: 5275 Babcock St Palm Bay, FL 32905</p>

REQUEST FOR PROPOSALS

Responses to the Early Learning Coalition of Brevard County, Inc's Request for Proposals, Solicitation Number: ELCBRFP11.12.01 (referred hereinafter as the "RFP") will be received by the Coalition until **3:00 p.m. on Tuesday, May 8, 2012** at the Coalition's Main Office located at 1018 Florida Avenue, Rockledge, FL 32955. The Proposals received by this date and time will be publicly opened and read at **3:15 p.m. on Tuesday, May 8, 2012** in the Coalition's Conference Room, Main Office, 1018 Florida Avenue, Rockledge, FL 32955. No Proposal or modification to Proposal will be considered after the time and date specified in this RFP for receiving Proposals. Persons or entities desiring to submit a response to the RFP shall deliver its Notice of Intent to Submit a Proposal (Appendix A) to the Coalition no later than **3:00 p.m. on April 16, 2012**.

The Coalition will contract for all services described herein Section 3 of this RFP. The Coalition has determined that an Invitation to Bid for this purpose is not practicable and, as such, the contractual services herein will be procured by competitive sealed proposals.

It is the Proposer's responsibility to examine the RFP, become familiar with all statutes, laws and rules affecting this RFP (including, without limitation, § 411.01, F.S. and §1002.53 F.S.) to determine that the Coalition's requirements are clearly stated, and to submit its Proposal in a timely, complete, and procedurally correct manner. The services described in this RFP will be procured in accordance with § 411.01(5)(e)1 and § 287.057, F.S. The Contract will be awarded through written notice to the qualified and responsive Proposer whose Proposal is determined to be the most advantageous to the Coalition, taking into consideration price, quality, and other criteria.

SECTION 1: DEFINITIONS

1.1. General

Amendment. A document by which changes are made to the terms of an executed contract. (Changes requiring an amendment include but are not limited to, adjustments in costs, services, time period and methods of payment. The amendment is incorporated as part of the original Contract.)

Coalition. The Early Learning Coalition of Brevard County, Inc.

Contract. An agreement between the Coalition and the successful proposer for the procurement of services requested in this Request for Proposal.

Contract Compliance Coordinator. The Coalition employee designated by the Coalition to be responsible for managing the contract. This individual enforces execution of the contract terms and conditions and often serves as liaison between the Coalition and the contractor.

Contractor. A proposer that is awarded a contract as a result of this Request for Proposals.

Day(s). Shall mean calendar days, unless otherwise specified.

Deliverable. A negotiated service or work product specified in the Contract.

ELCB. Abbreviation for the Early Learning Coalition of Brevard County, Inc. used in this document and in Coalition business.

Exhibit. A document or material object added to the Contract's Attachment I or any other specific attachment.

Fiscal Year. An accounting period of 12 months; for the purposes of this RFP and resulting contracts, the fiscal year is July 1 through June 30.

Florida Statute 411 (F.S. 411, the School Readiness Act): A statute created by legislation that describes the overall requirements and program parameters and components of the school readiness initiative. This statute is subject to amendments by the Florida Legislature.

Invoice. A standardized form used by the Contractor to request payment from the Coalition.

Method of Payment. A payment specification that includes the maximum dollar amount of the Contract, the manner in which Contract costs will be displayed on invoices, the frequency with which invoices will be submitted to the Coalition and any special conditions pertaining to payment of Contract invoices.

FOEL. Florida's Office of Early Learning based in Tallahassee.

Proposer. The entity making an offer to the Coalition in response to this Request for Proposals.

"Proposal" or "Response". A document submitted by the Proposer in response to this RFP.

RFP. This Request for Proposals.

You and Your. The same as the term "Proposer."

SECTION 2: GENERAL INFORMATION

2.1 CONTACT PERSON

This RFP has been issued by the Early Learning Coalition of Brevard County, Inc. The contact person listed below is the sole point of contact for this RFP. The contact person for this RFP is:

Cathie Odom, Director of Business Operations
Early Learning Coalition of Brevard County, Inc.
PO Box 560692
Rockledge, Florida 32956
(321) 637-1800 ext. 2010
codom@elcbrevard.org

Entities requesting a copy of the RFP may pick up a copy at 1018 Florida Ave., Rockledge, FL or may download the document as a PDF file on the Coalition's website: www.elcbrevard.org.

2.2 LIMITATIONS ON CONTACTING EARLY LEARNING COALITION PERSONNEL

Effective with the date of 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 a Proposal pursuant to this solicitation shall discuss with any Coalition personnel or Board member other than the person named above regarding this RFP solicitation. Any occurrence of a violation may result in the disqualification of the Proposer. Please refer to Section 2.6 for instructions regarding inquiries.

2.3 SCHEDULE OF EVENTS AND DEADLINES*

ACTIVITY	DATE	TIME	ADDRESS
Request for Proposal Advertised	04.10.12	N/A	N/A
Request for Proposal Released and posted on the ELC website	04.10.12	N/A	1018 Florida Ave. Rockledge, FL 32955
Notice of Intent to Submit a Proposal to be received by the Coalition no later than:	04.16.12	3 p.m.	1018 Florida Ave. Rockledge, FL 32955
Last day to submit Written Inquiries to the Coalition	04.20.12	3 p.m.	1018 Florida Ave. Rockledge, FL 32955
Coalition's Response to Written Inquires (Posted to ELC Website)	04.24.12	1 p.m.	www.elcbrevard.org 1018 Florida Ave. Rockledge, FL 32955
Sealed Proposals must be received	05.08.12	3 p.m.	1018 Florida Ave. Rockledge, FL 32955
Proposals will be opened by the Coalition	05.08.12	3:15 p.m.	1018 Florida Ave. Rockledge, FL 32955
*Initial Meeting of Evaluation Committee	TBD		1018 Florida Ave. Rockledge, FL 32955
*Final meeting of Evaluation Committee	TBD		1018 Florida Ave. Rockledge, FL 32955
*Coalition Board Approval of Contract	05.22.12		1018 Florida Ave. Rockledge, FL 32955
Effective date of Contract	06.01.12		N/A

**These dates and locations are subject to change. Proposers will be notified of any changes made to the schedule of events. Notifications of changes will be posted at www.elcbrevard.org*

2.4 NOTICE OF INTENT TO SUBMIT A PROPOSAL

Any interested proposer must submit a "Notice of Intent to Submit a Proposal" form (**Appendix A**) no later than **3:00 pm on Monday, April 16, 2012**:

Early Learning Coalition of Brevard County, Inc.
1018 Florida Ave.
Rockledge, Florida 32955
Attention: Cathie Odom

The purpose of the Notice of Intent is to provide the Coalition with the address and contact person for each Proposer so that any notices can be forwarded appropriately. **ANY PERSON OR FIRM THAT FAILS TO SUBMIT A NOTICE OF INTENT TO SUBMIT A PROPOSAL BY THE DEADLINE SET FORTH SHALL BE EXCLUDED FROM THE RFP PROCESS.** Electronic transmissions of proposals **will not** be considered responsive.

2.5 PROPOSER'S CONFERENCE

There will be **NO** Proposer's conference; however there will be one (1) time period within which Proposer's may submit written inquiries to the Coalition for the purpose of obtaining clarification or responses to questions concerning any matter relating to this RFP solicitation. The time period within which the Coalition will be receiving written inquiries are set forth in the Calendar of Events.

2.6 WRITTEN INQUIRIES

All inquiries requesting clarification regarding this RFP must be made in writing by certified mail or e-mail return receipt requested, to the contact person identified in Section 2.1 of this document no later than **3:00 pm on Friday, April 20, 2012**. Copies of responses to all inquiries which require clarifications and/or addenda to the RFP will be posted on the Coalition's website at www.elcbrevard.org on **Tuesday, April 24, 2012**.

As stated in Section 2.2, Proposers **may not** individually ask questions of Coalition Board Members or staff of the Coalition outside of the contact person identified in Section 2.1 from the time this RFP is advertised through the final award posting in reference to this RFP.

2.7 ADDENDA

The Coalition has, at its sole discretion, the absolute right to cancel, amend, modify, supplement or clarify this RFP solicitation at any time. If any solicitation revisions become necessary or appropriate, as determined by the Coalition, the Coalition will electronically post the addenda to the Coalition's website at www.elcbrevard.org. Proposers are responsible for checking the Coalition website and contacting the Coalition's Point of Contact for this solicitation before the RFP deadline to ascertain whether any addenda have been issued. Failure to do so could result in a Proposal being determined as non-responsive.

2.8 ACCEPTANCE / REJECTION OF PROPOSALS AND WAIVER OF IRREGULARITIES

All Proposals must be received by the Coalition **no later than 3:00 pm on Tuesday, May 8, 2012**, at:

Early Learning Coalition of Brevard County, Inc.
1018 Florida Ave.
Rockledge, FL 32955
Attn. Cathie Odom

The Proposers must follow the detailed instructions In Section 5 of this RFP regarding number of copies and how to submit a proposal.

PROPOSALS NOT RECEIVED AT EITHER THE SPECIFIED PLACE OR BY THE SPECIFIED DATE AND TIME OR BOTH, WILL BE REJECTED AND RETURNED UNOPENED TO THE PROPOSER BY THE COALITION. FACSIMILES OR ELECTRONIC TRANSMISSIONS WILL NOT BE ACCEPTED AT ANYTIME.

At the sole discretion of the Coalition, the Coalition reserves the right to reject any and all Proposals or to waive any minor irregularities, defects, irregularities, informalities or technicalities therein, to negotiate Contract terms with the successful Proposer, to disregard all non-conforming or non-responsive parts of the Proposal, or to accept any Proposal which, in the Coalition's sole judgment would be in the best interest of the Coalition and the children of Brevard County. A *minor irregularity* is defined as a variation from the RFP terms and conditions that does not affect the price of the Proposal or does not give the proposer an advantage or benefit not enjoyed by other proposers, or does not adversely impact the interest of the Coalition. Please refer to Section 6 for more details. The Coalition 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. In consideration of the Coalition's evaluation of submitted Proposals, the Proposer, by submitting its Proposal, expressly waives any claim to damages, of any kind whatsoever, in the event the Coalition exercises its rights provided for this Section 2.8.

2.9 PROPOSER DISQUALIFICATION

- 2.9.1. Convicted Vendor.** In accordance with § 287.133, Fla. Stat., 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, proposal, or reply on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, Fla. Stat., for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Any Proposal received from a person, entity or affiliate who has been placed on the convicted vendor list shall be rejected by the Coalition as an unresponsive Proposal and shall not be further evaluated.
- 2.9.2 Discriminatory Vendor.** In accordance with § 287.134, Fla. Stat., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. Any Proposal 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 Proposal and shall not be further evaluated.
- 2.9.3 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. To be disqualified as a Proposer under this provision, the Proposer must have:
- 2.9.3.1. 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,
 - 2.9.3.2. Had a contract terminated for cause by the Coalition, by any agency of the State of Florida, or by any Children's Services Council.

2.10 PUBLIC OPENING

Proposals shall be opened on the date and at the time and location specified on the **Calendar of Events, Section 2.3**. Proposers may, but are not required to, attend. Any person requiring a special accommodation because of a disability should contact the Point of Contact for this RFP solicitation at least five (5) workdays prior to the solicitation opening.

2.11 PUBLIC RECORDS / PROPOSER 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 Proposal submitted to the Coalition pursuant to this RFP is part of the public domain, consistent with Chapter, 119, F.S. Proposers must invoke the exemptions to disclosure provided by law, in their Proposals 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 Proposal. All Proposals will be open for public inspection in accordance with Chapter 119, F.S., except for any information that qualifies as exempt information under Florida Statutes and which has been identified by the Proposer. Proposer 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, pursuant to Chapter 119, F.S. Further, Proposer 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 fees and costs), claims or actions by a third party that relates to Proposer's claimed exemptions herein.

2.12 PROTEST OR DISPUTES

Any person who believes that he or she is adversely affected by the Coalition's decision concerning a procurement solicitation or Contract award and who wants to protest such decision shall file a protest in compliance with Subsection 120.57(3), Florida Statutes and Rule 60A-1.006(6), Florida Administrative Code. 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. This protest must be filed within the 72 hour posting period. Failure to file a protest within the time prescribed shall constitute a waiver of the proceedings under Chapter 120, F.S.

Any Proposer 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's 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 that may be adjudged against the protest filer 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 the formal written protest will result in a denial of the protest

2.13 NOTICE OF CONTRACT AWARD

The Coalition anticipates awarding a single Contract to the responsible and responsive Proposer for each applied component whose Proposal is determined, in writing, to be the most advantageous to the Coalition, taking into consideration the price and the other criteria set forth in this RFP. The Coalition will electronically post a Notice of its Intended Award at the Coalition's website following the Coalition selection of the Successful Proposer. If the notice of award is delayed, in lieu of posting the notice of intended award, the Coalition will post a notice of the delay and a revised date for posting the notice of intended award.

2.14 NO DISCRIMINATION/IDENTICAL OR TIE RESPONSES

The Coalition, in accordance with Title VII of the Civil Rights Act of 1964, ensures that in any Contract entered into pursuant to this Request for Proposals, minority business enterprises will be afforded full opportunity to submit Proposals 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 Proposers. If two equal responses to an RFP are received and only one response is from a certified minority business enterprise, the Contract shall be awarded to the certified minority business enterprise pursuant to § 287.057(12), F.S.

2.15 TERM OF CONTRACT RESULTING FROM THIS REQUEST FOR PROPOSAL

The Coalition requests the vendor submit a **FIXED FEE** service contract for a twelve month period (June 1, 2012 to May 31, 2013), with an option to renew for four (4) additional twelve-month periods. The maximum possible contract period is five (5) years (only four (4) renewals allowable: June 1, 2013 to May 31, 2014, June 1, 2014 to May 31, 2015, June 1, 2015 to May 31, 2016, June 1, 2016 to May 31, 2017). Each twelve-month period must be shown separately. A payment schedule should also be included and should be on a monthly basis to coincide with the monthly report/invoice submission. The contract is subject to: (i) availability of funds as determined by the Coalition in its sole discretion (taking account of all the services the Proposer is providing or may be required to provide) and (ii) a satisfactory annual performance and financial evaluation of the Proposer by the Coalition.

2.16 COMPLIANCE WITH LAWS/RULES/REGULATIONS

The Successful Proposer 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 Contract by Proposer. The Successful Proposer shall ensure throughout the duration of the Contract 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. Upon request, Proposer 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.

2.17 COST OF PREPARATION OF PROPOSAL

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

2.18 EMPLOYMENT/RETENTION OF UNAUTHORIZED ALIENS

The Coalition shall consider the employment or retention by any Proposer of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for rejection of the Proposal or, if subsequently discovered, for unilateral cancellation of the Contract without any liability to the Coalition.

SECTION 3: SERVICE REQUIREMENTS**3.1 INITIAL ASSESSMENT**

Review of the inventory, assessment of the system architecture and equipment for efficiency, recommendations for improving routine support criteria and eliminating emergency maintenance situations. A report of this initial assessment shall be submitted by August 1, 2012 and each April 1st as long as the contract is in force. This is to allow for necessary budget planning for the upcoming year.

3.2 DESKTOP APPLICATION SUPPORT

Performance of basic support functions, including the installation of PC's, laptops, PDA's, printers, peripherals, tablets, cell phones, and office software and other information technology hardware not specifically described above; diagnosis and correction of desktop application problems, configuring of PC's and laptops for standard applications; identification and correction of user hardware problems, with advanced troubleshooting as needed; maintenance of an updated inventory of all related computer related hardware, to make available to Coalition Administration upon request; and implementation of HD policies and procedures.

3.3 SERVER AND WORKSTATION ADMINISTRATIVE SERVICES

Management of networks and computer systems, including complex applications, databases, messaging, servers and associated hardware, software, communications, and operating systems, necessary for performance, security, reliability, and recoverability of the systems.

Scheduling of preventive maintenance for equipment in the areas of coverage is properly and promptly performed; maintenance of records for all HD tickets for both onsite visits and telephone support; development of operations and quality assurance for backup plans and procedures are being followed.

Configuration management, including changes, upgrades, patches, etc. is maintained; management of user login's are documented; and support of software products relating to servers and workstations; timely response to repair and maintenance work for the user.

3.4 NETWORK ADMINISTRATION SERVICES

Maintenance and support of network equipment, including switches, firewalls, routers, and other security devices is included.

Installation and maintenance of printers, scanners, network devices et al; analysis, routine configuration changes, and installation of patches and upgrades; minor cabling if needed; alert notifications in case of failure of equipment.

Proactive monitoring of network equipment, including performance indicators to report on threshold limitations; network performance and capacity management services; continuous troubleshooting are required.

Maintenance of network documentation for daily, weekly, and monthly services is required.

3.5 EMAIL, SECURITY AND BACKUP EFFORTS

Maintenance of Coalition email server(s); maintenance of virus detection programs on the servers and user computers and laptops; performance of periodic security audits, including notification of suspected breaches of security to the Coalition Administration are required.

Configuration of the Coalition's systems to enable remote access in a secure environment, with provisions for remote access administration, as requested by the Coalition Administration is required.

Requirements for a data backup policy, with procedures in place to handle daily, weekly, and monthly off-site backup of the computer, data and information, email, and the like; program to restore systems and

data if servers and/or computers go down, are required, in addition to ensuring that staff is properly using auto-archive from Outlook email.

Conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information. Validate that vulnerabilities and risks identified have been sufficiently mitigated.

The identification of vulnerabilities should use multiple approaches including:

- A review of the following control categories:
 - Business Associate Oversight
 - Business Continuity and Disaster Recovery
 - Data Security (ePHI and meaningful use reporting)
 - Information Security Program
 - Network Analysis
 - Personnel Security
 - Physical Security
 - Security Event and Incident Management
 - Systems Analysis
- Internal technical vulnerability assessment
- External penetration testing
- Social Engineering

3.6 STRATEGIC PLANNING

Work with the Coalition's information technology staff on engineering, planning, and design services for major system enhancements, including installations and upgrades of new or existing systems. Examples include major server upgrades, storage system upgrades, redesign of backup systems, etc. Provide technical leadership for server technology issues. Make recommendations for future purchasing and technology needs. Install new servers, software and hardware and transfer data when acquired. Strategic planning, design, and installation/upgrade of core network systems. Examples include major network upgrades, provider changes, IP schema redesign, installation of "core" network devices, etc.

3.7 NOT INCLUDED

The contract to be awarded does not obligate the Coalition to purchase computer equipment, replacement parts, hardware devices, cabling, licenses, software et al from the successful vendor.

3.8 STAFFING LEVELS

The staff should have previous experience supporting mid-size organizations located across multiple sites. The vendor should have staff with demonstrated experience and proficiency in:

- PC installations
- Troubleshooting hardware, software, and network issues
- Software installations, re-imaging, configuration needs
- Supporting multiple hardware manufacturers

3.8.1 The Proposer shall furnish, to the Coalition, an organizational chart listing positions, lines of authority and an explanation of how the position relates to the entire agency operation.

3.8.2 The successful proposer shall submit written notification to the Coalition's Executive Director within five (5) working days of changes in key staff and changes in the Contractor's organization. If the chief administrator position is vacant the successful proposer shall immediately notify the Coalition of the identity of the person who is assuming the responsibilities of that position during the vacancy. When the chief administrative position is filled, the Coalition shall be notified in writing of the identity and qualifications of the new incumbent.

3.9 SUBCONTRACTORS

- 3.9.1 Services under the resulting Contract to this RFP may be subcontracted as provided in this Section 3.10 and as set forth in the resulting Contract. The successful proposer shall remain fully responsible for service delivery, monitoring, and quality assurance of all subcontracts entered into under said Contract. The successful proposer shall develop written procedures for monitoring of subcontracts. Monitoring of subcontractors by the successful proposer must occur annually at a minimum.
- 3.9.2 The successful proposer may, only with the prior consent of the Coalition, enter into written subcontract(s). Subcontractors known at the time of proposal submission and the amount of the subcontract shall be identified in the Proposer's response to this RFP. Subcontracts shall be approved in writing by the Coalition's Contract Compliance Coordinator prior to the effective date of any subcontract. No subcontract, which the successful proposer enters into with respect to performance under the Contract resulting from this RFP, shall in any way relieve the successful proposer of any responsibility for performance of its duties. Payments to subcontractors shall be made by the successful proposer. No payments to the successful proposer, with the respect to subcontracts, will be processed until all subcontracts are approved, in writing, by the Coalition.

3.10 STATE OF FLORIDA PUBLIC ENTITY CRIME

As required by Section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Coalition. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or performed work as a Contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Any bid or Proposal received from a person or affiliate who has been placed on the convicted vendor list shall be rejected by the Coalition as an unresponsive bid or Proposal and shall not be further evaluated.

3.12 TRADE SECRETS

The Coalition will attempt to afford protection from disclosure of any trade secret as defined in Section 812.081, Florida Statutes, where identified as such in the response to this RFP, to the extent permitted under Section 815.04, Florida Statutes. Any prospective vendor or Proposer acknowledges, however, that the protection afforded by Section 815.04, Florida Statutes, is incomplete, and it is hereby agreed by the Proposer and the Coalition that no right or remedy for damages arise from any disclosure.

3.13 BACKGROUND SCREENING - POSITIONS OF SPECIAL TRUST

In accordance with Section 110.1127(3)a, Florida Statute, certain positions are designated, due to their nature, to be positions of special trust because they involve access to confidential information and as such, are subject to background screening pursuant to section 435.04, Florida Statute, as a condition of employment or contract. As a result of this special trust, the successful proposer agrees that upon award of contract, all current employees, sub-contractors, and applicants seeking employment with responsibilities related to the contract are required to submit a Level 2 background screening, including fingerprinting, as a condition of employment or contract.

SECTION 4. GENERAL REQUIREMENTS

Proposal should be clearly organized under five (5) headings:

- I. Acknowledgement Form
- II. General Vendor Information
- III. Proposal
- IV. Reports
- V. Costs

4.1 ACKNOWLEDGEMENT FORM (APPENDIX B)

The letter of transmittal must contain the following information:

- 4.1.1 Company name, address, telephone number(s) and website
- 4.1.2 Name, title, email address, and telephone number(s) of the person(s) to contact and who are authorized to represent the firm and to whom correspondence should be directed.
- 4.1.3 Federal employer identification number of the firm.
- 4.1.4 A statement indicating the proposal and cost schedule will be valid and binding for ninety (90) days following the proposal due date, and will become part of the contract negotiated with the Coalition.
- 4.1.5 The letter must be signed by a corporate officer or person authorized to bind the vendor to the proposal and cost schedule.

4.2 GENERAL VENDOR INFORMATION

Please provide the following information:

- 4.2.1 Length of time in business
- 4.2.2 Length of time in business of providing proposed services
- 4.2.3 Total number of clients
- 4.2.4 Total number of nonprofit (501(c)(3) sector clients
- 4.2.5 Number of full-time personnel in:
 - 4.2.5.1 Consulting
 - 4.2.5.2 Installation and training
 - 4.2.5.3 Sales, marketing, and administrative support
- 4.2.6 Location of headquarters and any field offices
- 4.2.7 Location of office that would service this account
- 4.2.8 Present information is your organization is a Florida Certified Minority Business Enterprise

4.3 PROPOSAL

- 4.3.1 Description of the approach the firm will use in providing the services requested.
- 4.3.2 Description of how the firm is positioned to provide the services requested, with a history of experience on providing similar services.
- 4.3.3 Name, title, address, and telephone number of three references for clients, whom similar services have been provided, including information referencing the actual services performed, number of users, and length of tenure.
- 4.3.4 Naming of staff resources, with identification of principals and key personnel, who are available to provide the services; experience and expertise of staff; local availability of staff is an important consideration; role and responsibilities that each staff member will have.

Personnel must be subjected to criminal background checks. Please indicate what types of background check your organization currently uses or proposes to use and what screening/selection criteria is mandated by your firm.

- 4.3.5 Support services questions to be addressed:
 - 4.3.5.1 Help Desk Description
 - 4.3.5.2 Steps for resolving problem escalation
 - 4.3.5.3 Final authority regarding conflicts
 - 4.3.5.4 Response time and goal for resolving problems
- 4.3.6 Explanation of any contract termination for default or other incident in the past five years. Termination for default is defined as notice to stop services for non-performance or poor performance, and issue was either litigated or not litigated. If default occurred, list name, address, and telephone number of the party. If NO such termination occurred for default, declare it.
- 4.3.7 Scope of services beyond the RFP that the firm provides which may be of interest to Coalition.
- 4.3.8 Proposer's transition plan – if a proposer is not currently providing the services within this RFP, the proposer must include:
 - 4.3.8.1 A detailed transition plan including a schedule and assurances of cooperation with the previous Contractor to facilitate a smooth transition.
 - 4.3.8.2 A list of tasks and their relation to completion dates that the Proposer will have to accomplish during the transition period between the execution of a Contract and the actual start date.

4.3.9 REQUIRED PROPOSER'S STATEMENTS OR CERTIFICATION

Each copy of the Proposal must include a copy of those forms, affidavits, certifications and statements which comprise the Exhibits and other documents that are referenced on the **Fatal Criteria Check List (Appendix J)**, except the Notice of Intent to Submit a Proposal which shall have been submitted by the deadline set forth in Section 2.3. All submissions requiring a signature shall be executed by an Authorized Official of the Proposer's organization who has legal authority to bind the Proposer to the provisions of the RFP. This is usually the President, Chair of the Board, Executive Director, or owner of the entity.

4.3.9.1 STATEMENT OF NO INVOLVEMENT

The Proposal must include a signed statement indicating that neither the Proposer nor any person with an interest in the firm had a noncompetitive contract involving any of the preliminary work such as preparing the RFP. The "Statement of No Involvement" signature form may be found in **Appendix C**.

4.3.9.2 STATEMENT OF ASSURANCES

The "Statement of Assurances" in **Appendix D** must be signed and included in the Proposal.

4.3.9.3 CERTIFICATION REGARDING DEBARMENT

The "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" in **Appendix E** must be initialed and included in the Proposal.

4.3.9.4 SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

The Sworn Statement regarding Public Entity Crimes in **Appendix F** must be completed, signed, notarized and included in the Proposal.

4.3.9.5 DISCRIMINATION STATEMENT

The Discrimination Statement in **Appendix G** must be signed and included in the Proposal.

4.3.9.6 CERTIFICATION REGARDING LOBBYING

The “Certification Regarding Lobbying” in **Appendix H** must be signed and included in the Proposal.

4.3.9.7 CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The “Certification Regarding Drug-Free Workplace” in **Appendix I** must be signed and included in the Proposal.

4.4 REPORTS

The vendor shall submit service reports on a monthly basis, summarizing service and IT policy issues. The vendor must be available to meet with the Coalition designated staff to review monthly reports and discuss issues. Please provide examples of any such or similar reports the vendor has created and presented in the past.

4.5 COST OF SERVICES

The Coalition requests the vendor submit a **FIXED FEE** service contract for a twelve month period (June 1, 2012 to May 31, 2013), with an option to renew for four (4) additional twelve-month periods. The maximum possible contract period is five (5) years (only four (4) renewals allowable: June 1, 2013 to May 31, 2014, June 1, 2014 to May 31, 2015, June 1, 2015 to May 31, 2016, June 1, 2016 to May 31, 2017). Each twelve-month period must be shown separately. A payment schedule should also be included and should be on a monthly basis to coincide with the monthly report/invoice submission.

Florida’s Office of Early Learning tasks the Coalition yearly with providing a 6% match for its School Readiness grant award. In obtaining this match, the Coalition may submit any discounted prices on professional services as in-kind expenses in order to meet this requirement. If the fixed fee service contract includes a discount or reduced costs specifically for the Coalition (not available to general public or organizations), documentation of said discount/reduction must be submitted with the proposal indicating the total amount for the contract period and subsequent renewal periods, if applicable.

Vendors must list, specifically, any services, which would not be covered in the proposal price. The vendor shall indicate the impact, if any, of changes in Coalition’s IT infrastructure (number of servers and PC’s) on the fixed fee.

SECTION 5: PROPOSAL SUBMISSION**5.1 NUMBER OF COPIES REQUIRED**

One (1) Original and five (5) copies of the Proposal are required. At least one copy of the Proposal submitted to the Coalition must contain an original signature of an official of the Proposer who is authorized to bind the Proposer to its Proposal.

5.2 HOW TO SUBMIT A PROPOSAL

5.2.1 FORMAT: Each Proposal package must be submitted sealed and with each copy in a binder clip, single spaced, in twelve (12) point type and on 8.5” x 11” white paper; and submitted in tabbed Sections. Pages must be numbered consecutively within each Section. All supporting documentation or exhibits shall be clearly referenced.

5.2.2 SUBMISSION: Proposals must be received by the Early Learning Coalition of Brevard County, Inc., 1018 Florida Avenue, Rockledge, FL 32955, on or before 3:00 p.m. (EST) May 8, 2012.

One (1) original and five (5) copies of Proposal package (with the Original copy marked “ORIGINAL”) must be delivered sealed and clearly marked on the outside of the package: “RESPONSE TO RFP” and contain the Proposer’s name and address.

The Coalition cautions Proposers to assure actual delivery of Proposals either hand delivered or mailed via U.S mail or overnight courier, directly to the office of the Coalition, Attention: Melissa Murphy, no later than the deadline set for submission of the Proposals. Proposals and modifications to Proposals received after the time and date specified herein for Proposal submission will not be considered. Submissions by email or facsimile will not be accepted.

SECTION 6: PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA

An Evaluation Committee will review the proposers' qualifications. From this review, an evaluation and selection process will be completed using the following criteria as a benchmark for making a recommendation. The Coalition Evaluation Committee will make a recommendation, and the Coalition Board of Directors will approve the contract award.

The criteria are:

- A. Approach and Methodology**
- B. Experience of the Firm**
- C. Project Staffing and Experience**
- D. Satisfaction of Clients/End Users**
- E. Pricing**

A rating system, based on pre-defined points and percentages, will be used to evaluate the proposals. The award of the contract will be made to the firm, whose proposal receives a favorable evaluation, recommendation of the evaluation committee, and approval of the Board of Directors

The Coalition will negotiate with one or more of the highest scoring Proposers; negotiations shall continue to the satisfaction of the Coalition or, if the Coalition determines a satisfactory agreement cannot be reached, the Coalition may initiate negotiations with the next highest-ranked Proposer(s). The Coalition reserves the right, at all times during the negotiation process, to negotiate with one or more Proposers at the same time but is under no obligation to do so. During the course of negotiations, the Coalition may determine that a particular function or set of functions is better met by a Proposer applying for a different service and the Coalition reserves the right to negotiate with such a Proposer with respect to such function or set of functions if deemed in the best interests of the Coalition.

With respect to any of the services that are a part of this RFP, in the event that:

- (i) The Coalition determines that no Proposer has met the minimum requirements in order to initiate negotiations; or
- (ii) A contract cannot be negotiated to the satisfaction of the Early Learning Coalition of Brevard County with any of the ranked Proposers who respond to the RFP; or
- (iii) No Proposer responds to part or all of the RFP.

The Coalition shall have the right at any time during this process to issue a new RFP or other process to seek qualified Proposers for all or part of the services described in this RFP, to provide the services itself or to use another process (for example, sole source contracting) in order to have the service(s) provided.

The Coalition reserves the right to determine at any point in this process that further negotiations are not in its best interest and reserves the right to extend existing contracts for a period not to exceed one year during which time a new RFP will be issued.

APPENDIX A

INTENT TO SUBMIT A PROPOSAL

Title of Proposal

Proposer Name

Proposer Contact Person

Title

Proposer Address

Telephone

Fax

E-mail

Name of Proposer's Project Director (if known)

APPENDIX B

EARLY LEARNING COALITION OF BREVARD COUNTY, INC.

REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM

Proposer Information	Contact Information
Name:	Name:
Address:	Title:
Main Telephone Number:	Mailing Address:
Website:	Direct Telephone Number or Extension:
Federal Identification Number:	Email Address:

Total number of pages submitted in proposal: _____

As signatory on this proposal, I hereby certify that I have the authority to submit this proposal and that this proposal has been submitted without prior understanding, agreement or connection with any other corporation or firm or entity submitting a proposal in response to this Request for Proposal and has been prepared and submitted without collusion or fraud. I agree to abide by all conditions of this Proposal and I certify that I had the authority to execute this proposal.

I further certify that the proposal is in compliance with the requirements of the Request for Proposal including, but not limited to, the certification requirements. I agree that the Request for Proposal and accompanying cost schedule will be valid and binding for ninety (90) days following the proposal due date and will become part of the contract negotiated with the Coalition.

Signature

Date

Printed Name and Title

APPENDIX C

STATEMENT OF NO INVOLVEMENT

I, _____, as an authorized representative of _____, certify that no member of this firm or any person having interest in this firm has been awarded a Contract by the Early Learning Coalition of Brevard County, Inc. on a noncompetitive basis to:

- a. Develop this solicitation;
- b. Perform a feasibility study concerning the scope of work contained in this solicitation; or
- c. Develop a program similar to what is contained in this solicitation.

Signature of Authorized Representative

Date

APPENDIX D

STATEMENT OF ASSURANCES

The Proposer assures the following eight (8) itemized requirements and conditions will be met:

1. The Proposer has the ability to provide directly or through another contract, all services applied for as described in this RFP and resulting Contract.
2. The Proposer will accept accountability for meeting the outcomes and performance standards established by the Coalition related to the project described in this RFP.
3. As applicable, the Proposer will accept responsibility for implementation of transition activities to assure that there is no disruption in services related to the proposed programs.
4. As applicable, the Proposer will accept responsibility for all required data collection and reports. The Proposer accepts responsibility for the establishment and maintenance of sufficient Management Information Systems capability to accomplish database coordination as required.
5. The Proposer assures the establishment sufficient working capital, as required, to meet interim expenses and to maintain an ongoing cash flow.
6. The Proposer assures its understanding of section 411.01, Florida Statutes and assures the establishment of services consistent with its provisions.
7. The Proposer attests that it is an eligible entity for responding to this RFP as outlined in Section 2.3 of the solicitation.

Proposer (Print Name)

Signature

Date

APPENDIX E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this Proposal been convicted of, 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;

(c) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this proposal/Proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Signature

Date

APPENDIX F

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by _____ for _____, whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state and federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or Contract for goods and services to be provided to any public entity or any 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.

3. I understand the “convicted” or “conviction” as defined in Paragraph 287.133(l) (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 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(l) (a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value 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.

5. I understand that a “person” as defined in Paragraph 287.133(1) (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 bid on Contracts for the provision of goods and 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.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate or the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OR THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA
COUNTY OF BREVARD

Sworn to or affirmed and signed before me on _____

by _____.

NOTARY PUBLIC

PRINT, TYPE OR STAMP COMMISSION NAME

APPENDIX G

DISCRIMINATION STATEMENT

Public Law 105-220, Sec. 188 Nondiscrimination

(a) In General.--

(1) Federal financial assistance.—For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), or on the basis of race, color, or national origin under title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), programs and activities funded or otherwise financially assisted in whole or in part under this Act are considered to be programs and activities receiving Federal financial assistance.

(2) Prohibitions of discrimination regarding participation, benefits, and employment.—No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education amendments of 1972), national origin, age, disability, or political affiliation or belief.

(3) Prohibition on assistance for facilities for sectarian instruction or religious worship.—Participants shall not be employed under this title to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).

(4) Prohibition on discrimination on basis of participant status.—No person may discriminate against an individual who is a participant in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.

(5) Prohibition on discrimination against certain noncitizens.—Participation in programs and activities or receiving funds under this title shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

The undersigned has read and agreed to the statements described above.

Name and Title of Authorized Representative

Signature

Date

APPENDIX H

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee or 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Certifying Official	Signature	Date
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*NOTE: - In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered Contract/Grant transactions over \$100,000 (per OMB).

APPENDIX I

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, _____, the undersigned, in representation of _____, the Provider, attest and certify that the Provider 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 Provider'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;
and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the Agreement, the employee will:
 - a. Abide by the terms of the statement;
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the Coalition in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected Contract/Grant.

- 6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
 - a. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973 as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local, health, law enforcement or other appropriate agency.
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
- 8. Notwithstanding, it is not required to provide the workplace address under the Agreement. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the Contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific Contract including street addresses, city, county, state and zip code:

Check () if there are workplaces on files that are not identified here.

Check () if any additional page was required for the listing of the workplaces.

CERTIFICATION

I declare under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

Signature

Date

Typed Name and Title

APPENDIX J

FATAL CRITERIA CHECKLIST

FATAL CRITERIA CHECKLIST	Proposer Check (√)	Evaluation Committee (√)
1. Was the proposal received by the time and date specified in the Request for Proposal?		
2. Original and FIVE (5) copies of the Proposal?		
3. Original signed and dated Request for Proposal Acknowledgement Form, indicating the total number of pages in the proposal? (APPENDIX B)		
4. Signed Statement of No Involvement? (APPENDIX C)		
5. Signed Statement of Assurances / Certification Documents? (APPENDICES D-I)		
6. Was the proposal (including all accompanying forms requiring signature) signed by a duly authorized officer of the applying organization, and was proof of authorization included, if needed?		
7. If not the current vendor, does the proposal include the Proposer's Transition Plan? (General Requirements 4.3.8)		