

**REQUEST FOR PROPOSALS**  
**Solicitation Number: ELCPBC 2010-2**

**IMPLEMENTATION  
OF THE  
ENVIRONMENT RATING SCALES  
AS A  
PROGRAM ASSESSMENT TOOL**



**IMPLEMENTATION OF THE ENVIRONMENT RATING SCALES  
AS A  
PROGRAM ASSESSMENT TOOL**

**TABLE OF CONTENTS**

|                                                                              |          |
|------------------------------------------------------------------------------|----------|
| <b>INTRODUCTION.....</b>                                                     | <b>3</b> |
| <b>REQUEST FOR PROPOSALS.....</b>                                            | <b>4</b> |
| <b>SECTION 1: DEFINITIONS.....</b>                                           | <b>4</b> |
| <b>SECTION 2: GENERAL INFORMATION</b>                                        |          |
| 2.1 Point of Contact.....                                                    | 8        |
| 2.2 Limitations on Contacting Early Learning Coalition Personnel/Others..... | 8        |
| 2.3 Calendar of Events.....                                                  | 8        |
| 2.4 Proposer Conference.....                                                 | 9        |
| 2.5 Written Inquiries.....                                                   | 9        |
| 2.6 Addenda.....                                                             | 9        |
| 2.7 Acceptance/Rejection of Proposals and Waiver of Irregularities.....      | 9        |
| 2.8 Proposer Disqualification.....                                           | 10       |
| 2.9 Public Opening.....                                                      | 10       |
| 2.10 Public Records/Proposer Trade Secrets.....                              | 11       |
| 2.11 Notice of Contract Award.....                                           | 11       |
| 2.12 No Discrimination or Tie Responses.....                                 | 11       |
| 2.13 Protests and Disputes.....                                              | 11       |
| 2.14 Term of Contract Resulting from this Request for Proposal.....          | 12       |
| 2.15 Sureties - Proposal Guarantee.....                                      | 13       |
| 2.16 Sureties - Performance Bond.....                                        | 13       |
| 2.17 Compliance with Laws/Rules/Regulations.....                             | 13       |
| 2.18 Cost of Preparation of Proposal.....                                    | 13       |
| 2.19 Employment/Retention of Unauthorized Aliens.....                        | 14       |
| <b>SECTION 3: MINIMUM PROGRAMMATIC REQUIREMENTS</b>                          |          |
| 3.1 General Statement of Services to be Provided.....                        | 14       |
| 3.2 Programmatic Authority.....                                              | 14       |
| 3.3 Scope of Service.....                                                    | 14       |
| 3.4 Major Program Goals.....                                                 | 15       |
| 3.5 General Description of Participants.....                                 | 15       |
| 3.6 Task List.....                                                           | 16       |
| 3.7 Task Limits.....                                                         | 17       |
| 3.8 Staffing Levels.....                                                     | 18       |
| 3.9 Professional Qualifications.....                                         | 18       |
| 3.10 Staffing Changes.....                                                   | 18       |
| 3.11 Subcontractors.....                                                     | 18       |

Implementation of the Environment Rating Scale As A Program Assessment Tool  
Request for Proposals - Solicitation Number ELCPBC 2010-2

|      |                                                        |    |
|------|--------------------------------------------------------|----|
| 3.12 | Service Delivery Location.....                         | 19 |
| 3.13 | Changes in Location .....                              | 19 |
| 3.14 | Equipment .....                                        | 19 |
| 3.15 | Reports .....                                          | 19 |
| 3.16 | Records and Documentation .....                        | 20 |
| 3.17 | Monitoring and Performance Evaluation Methodology..... | 21 |
| 3.18 | Contractor's Other Obligations.....                    | 21 |
| 3.19 | Coalition Obligations.....                             | 22 |
| 3.20 | Coalition Determinations .....                         | 22 |
| 3.21 | Outcomes and Outputs (Performance Measures).....       | 22 |

**SECTION 4: FINANCIAL SPECIFICATIONS**

|     |                                                          |    |
|-----|----------------------------------------------------------|----|
| 4.1 | Funding Source.....                                      | 22 |
| 4.2 | Cost Allocation, Allowable Costs, and Disallowances..... | 23 |
| 4.3 | Invoicing and Payment of Invoices.....                   | 23 |
| 4.4 | Cost Proposals.....                                      | 23 |
| 4.5 | Financial Viability.....                                 | 24 |

**SECTION 5: INSTRUCTIONS FOR PREPARING A PROPOSAL**

|      |                                                       |    |
|------|-------------------------------------------------------|----|
| 5.1  | Proposal Content, Format and Submission.....          | 26 |
| 5.2  | Request for Proposal Acknowledgement Form.....        | 27 |
| 5.3  | Fatal Criteria Checklist.....                         | 27 |
| 5.4  | Response to Need and Purpose.....                     | 27 |
| 5.5  | Description of Approach.....                          | 27 |
| 5.6  | Description of Staffing .....                         | 29 |
| 5.7  | Proposers History and Experience.....                 | 29 |
| 5.8  | Proposer's Implementation Plan.....                   | 29 |
| 5.9  | Proposed Budget.....                                  | 30 |
| 5.10 | Required Proposer's Statements and Certification..... | 30 |
| 5.11 | Proposal Cross Reference Table.....                   | 31 |

**SECTION 6: PROPOSAL EVALUATION CRITERIA AND RATING TOOL**

|     |                                                      |    |
|-----|------------------------------------------------------|----|
| 6.1 | Evaluation Criteria and RFP Scoring Methodology..... | 31 |
|-----|------------------------------------------------------|----|

|                      |              |
|----------------------|--------------|
| <b>EXHIBITS.....</b> | <b>32-46</b> |
|----------------------|--------------|

|                        |              |
|------------------------|--------------|
| <b>APPENDICES.....</b> | <b>47-60</b> |
|------------------------|--------------|

## **INTRODUCTION**

The Florida Legislature enacted the School Readiness Act, § 411.01, Fla. Stat. (the “Act”) in an effort to consolidate early learning education programs and to create a more cohesive and efficient program of early education. The Act authorizes the formation of early learning coalitions throughout the state’s counties. The Early Learning Coalition of Palm Beach County, Inc. (the “Coalition”) was created in accordance with the Act and it is a non-profit Florida corporation that has an Internal Revenue Service 501(c)(3) charitable organization designation. The primary purpose of the Coalition is to fulfill the intent of § 411.01, Fla. Stat., regarding the establishment of local early learning coalitions and the legislative mandate regarding voluntary prekindergarten. The Coalition’s mission is to create a comprehensive, integrated system of early care and education that prepares children for success in school and responds to the needs of children and families in Palm Beach County

Pursuant to the Act, the State of Florida, Agency for Workforce Innovation (the “AWI”) 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 and the Coalition is responsible for developing a school readiness plan for Palm Beach County. In accordance with the terms of the Act, the school readiness program is established for children from birth through the beginning of the school year for which a child is eligible for admission to kindergarten. Priority for participation in the program is for children who meet certain criteria set forth in the Act. All school readiness programs must be developmentally appropriate, researched-based, involve parents as their child’s first teacher, serve as preventive measures for children at-risk for future school failure, enhance the educational readiness of eligible children, and educate families.

In response to the Florida voters’ passage of a constitutional amendment creating a voluntary universal prekindergarten program, the legislature, in 2004, created the Voluntary Prekindergarten Education Program (“VPK”), § 1002.53, Fla. Stat., which program was mandated to take effect at the beginning of the 2005-2006 school year. The VPK program is designed to prepare four-year old children for kindergarten and build the foundation for their educational success. The program allows a parent to enroll his or her eligible child in one (1) of the following free VPK programs: (1) a school year prekindergarten program delivered by a private prekindergarten provider; (2) a summer prekindergarten program delivered by a public school or private prekindergarten provider; or (3) a school year prekindergarten program delivered by a public school, if offered by a school district. The program is voluntary for children and providers.

The VPK Program is administered in coordination with the State of Florida, Agency for Workforce Innovation, Department of Education, school district and early learning coalitions. In accordance with § 1002.75, Fla. Stat., the AWI is charged with the responsibility for administering the operational requirements of the VPK Program at the state level. The Coalition is responsible for undertaking certain responsibilities at the local level.

## **REQUEST FOR PROPOSALS**

Responses to the Early Learning Coalition of Palm Beach County, Inc.'s ("Coalition") Request for Proposals, Solicitation Number: ELCPBC 2010-2 (referred to hereafter as the "RFP") will be received by the Coalition **until 10:00 a.m. on February 23, 2011**, at the Coalition's offices located at 2300 High Ridge Road, Suite 115, Boynton Beach, Florida 33426. The Proposals received by this date and time will be publicly opened and read **at 10:05 a.m., on February 23, 2011**, at the Coalition's offices. No Proposal or modification to Proposal will be considered after the time and date specified in this RFP for receiving Proposals.

The Coalition seeks to enter into a single contract to implement the Environment Rating Scales (ERS) as the School Readiness program assessment tool. The Coalition has determined that an Invitation to Bid for this purpose is not practicable.

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, Fla. Stat., and 1002.53, Fla. Stat.), 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, Fla. Stat. The Contract will be awarded through written notice to the qualified and responsive Proposer whose Proposal is determined to be most advantageous to the Coalition, taking into consideration price, quality and other criteria.

### **SECTION 1: DEFINITIONS**

Administrative Services: Services necessary to administer the Contract. Administrative costs are determined by the Coalition.

Agency for Workforce Innovation/Office of Early Learning (AWI/OEL): The state agency responsible for funding and oversight of the School Readiness and Voluntary Prekindergarten programs.

Amendment: A document by which substantial 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.)

Child Care Services Provider: An individual or organization that provides direct child care services.

Child Outcomes Study: An evaluation study that originates from the Coalition in collaboration with the Children's Services Council. The purpose of the study is to examine the relationship between various training and technical assistance initiatives, funding streams, and related factors to identify which elements support positive gains in young children, especially those living in

poverty. Child Outcomes Study participants include centers and childcare homes receiving School Readiness (SR) funds, VPK funds, Quality Counts programs and Head Start programs.

Clarification Process: A process to provide information should a provider have a question about how the ERS Score is determined.

Coalition: The Early Learning Coalition of Palm Beach County, Inc.

Contract: An agreement between the Coalition and the Contractor for the procurement of services.

Contractor: The entity providing services under the Contract awarded pursuant to this RFP solicitation.

Contract Manager: Coalition employee designated by the Coalition to be responsible for managing the Contract. (The Contract Manager enforces performance of the Contract terms and conditions and often serves as a liaison between the Coalition and the Contractor.)

Early Care and Education (Child Care): The education, care, protection, and supervision of a child, for a period of less than twenty-four hours per day on a regular basis, which supplements parental care, enrichment, and health supervision for the child, in accordance with the child's individual needs, and for which a payment, fee or grant is made for care.

Early Care and Education Service System: An integrated and seamless system of services that ensures all children are emotionally, physically, socially, and intellectually ready to enter school and ready to learn; while fully recognizing the crucial role of parents as a child's first teacher.

Environment Rating Scales (ERS):

A valid and reliable program quality assessment instrument designed for early childhood classrooms. The scale covers seven subscales: personal care routines, space and furnishings, language-reasoning, activities, interactions, program structure, parents and staff. Each item is ranked from 1 to 7. A ranking of 1 describes inadequate conditions, while a ranking of 7 describes excellent conditions.

There are four environment rating scales, each designed for a different segment of the early childhood field.

**(ECERS-R)** *The Early Childhood Environment Rating Scale-Revised:* A thorough revision of the ECERS, designed to assess group programs for preschool-kindergarten aged children, from 2 through 5 years of age. Total scale consists of 43 items. (Also available in Spanish.)

**(ITERS-R)** *The Infant/Toddler Environment Rating Scale-Revised*: A thorough revision of the ITERS, designed to assess group programs for children from birth to 2 ½ years of age. Total scale consists of 39 items. (Also available in Spanish.)

**(FCCERS-R)** *The Family Child Care Environment Rating Scale-Revised*: A thorough revision of the FCCRS, designed to assess family child care programs conducted in a provider's home. Total scale consists of 38 items. (Also available in Spanish.)

**(SACERS)** *The School-Age Care Rating Scale is not applicable to this RFP.*

Each one of the scales has items to evaluate: Physical Environment; Basic Care; Curriculum; Interaction; Schedule and Program Structure; and Parent and Staff Education. The scales are suitable for use in evaluating inclusive and culturally diverse programs and have proven reliability and validity. For more information on ERS go to website: <http://www.fpg.unc.edu>

Enhanced Field System (EFS): A data management system used by the Agency for Workforce Innovation Office of Early Learning to manage the statewide, school readiness program.

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

Fiscal Year: An accounting period of twelve months; for purposes of this RFP and resulting Contract the fiscal year is July 1<sup>st</sup> through June 30<sup>th</sup>.

Florida Performance Standards: The state of Florida's standards that identify what children from birth to five years old should know and be able to do along a continuum of development. The standards include six (6) areas of development: Physical Health, Approaches to Learning, Social and Emotional Development, Language and Communication, Cognitive Development and General Knowledge, and Motor Development. The Florida Performance Standards for under school-age children may be accessed at the State of Florida Office of Early Learning website: <http://www.flbt5.com/Default.aspx>

The Florida Voluntary Prekindergarten Education Standards may be accessed at the State of Florida Department of Education website: <http://www.firn.edu/doe/earlylearning/pdf/vpkedstandard.pdf>

Head Start - Head Start is a national school readiness program that provides comprehensive education, health, nutrition, and parent involvement services to children from low-income families. The Head Start program is administered by the Office of Head Start (OHS), Administration for Children and Families (ACF), Department of Health and Human Services (HHS). Grants are awarded, by the ACF Regional Offices and the Office of Head Start's American Indian-Alaska Native and Migrant and Seasonal Program Branches, directly to local public agencies, private non-profit and for-profit organizations, school systems, and Indian Tribes, for the purpose of operating Head Start programs at the community level. Preschool Head Start programs provide comprehensive, developmental services for low-income preschool

children ages three to five and social services for their families. The purpose of the Head Start program is to promote school readiness by enhancing the social and cognitive development of children through the provision of health, educational, nutritional, social and other services. The cornerstone of the program is parent and community development. Migrant Head Start programs (serving children 6 weeks to age 5) modify the method of service delivery to meet the unique needs of migrant and seasonal farm-worker families. Migrant Head Start programs have an emphasis on serving infants and toddlers as well as pre-school aged children, so that they will not have to be cared for in the fields or left in the care of very young siblings while parents are working. Migrant Head Start programs provide a comprehensive array of services.

Proposal: A document submitted by the Proposer in response to this RFP.

Proposer: An entity that responds to this RFP.

Provider: An individual or organization providing direct early care and education services to children in a center or family home setting.

Quality Counts - Quality Counts, funded by the Children's Services Council of Palm Beach County, is a voluntary five star rating system that supports continuous improvement in early care and education programs by using a clearly defined, five-star method of quality standards so children enter school eager and ready to learn. The pathways rated will include learning environment, staff-to-child ratio/group sizes, family engagement, curriculum, administration, staff qualification/professional development. Quality Counts is open to child care centers, designated public school sites and family child care homes that hold a School Readiness service agreement and Head Start programs that serve migrant and low income families.

School Readiness - The School Readiness program, administered by the Early Learning Coalition of Palm Beach County, offers qualified parents financial assistance for child care through a variety of services. Child care services include extended-day, extended-year, and school age care to support parents in becoming financially self-sufficient. The School Readiness program takes into account the level of physical, social, emotional, and intellectual development of a child, involves parents as their child's first teacher, prepares children to become ready for school, and provides parents with information on child development and other topics of interest. All families that apply for the School Readiness program can receive information on choosing a child care provider and child care provider listings through Child Care Resource and Referral services. School Readiness sites include homes, centers and school based sites.

Level 1 Assessment: Assessment of School Readiness and Child Outcomes Study participants using the Environment Rating Scale (ERS).

Level 2 Assessment: Assessment of Quality Counts programs using the ERS and the Quality Counts Pathways Standards.

## **SECTION 2: GENERAL INFORMATION**

### **2.1 POINT OF CONTACT**

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

**Vivian Blackmon-Taylor**  
**Early Learning Coalition of Palm Beach County, Inc.**  
2300 High Ridge Road, Suite 115  
Boynton Beach, Florida 33426  
**vivian.blackmon-taylor@elcpalmbeach.org**  
**Phone: (561) 214-7423**

### **2.2 LIMITATIONS ON CONTACTING EARLY LEARNING COALITION PERSONNEL /OTHERS**

Effective as of **January 18, 2011**, 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 member of the Coalition's Procurement Committee any matter that pertains to this RFP solicitation. Any person, entity, or other organization that knowingly violates this no contact provision may be disqualified from responding to this solicitation.

Proposers to this solicitation, and any person(s) acting on Proposer's behalf, are prohibited from contacting, between the release of the solicitation and the end of the 72-hour period following the Coalition's posting the Notice of Intended Award, excluding Saturday, Sundays, and state holidays, any Coalition personnel, and members of the Coalition Board of Directors , or employees or officers of the executive or legislative branch of the State of Florida concerning any aspect of this solicitation, except in writing to the contact person identified in **Section 2.1** of this RFP solicitation. Violation of this no contact provision may result in the disqualification of the Proposer from this solicitation.

### **2.3 CALENDAR OF EVENTS\***

| <b><u>DATE</u></b>                                                                                      | <b><u>TIME</u></b> | <b><u>PROCESS</u></b>                                                                                                 |
|---------------------------------------------------------------------------------------------------------|--------------------|-----------------------------------------------------------------------------------------------------------------------|
| 01/18/2011                                                                                              | N/A                | RFP released and posted on the Coalition's website:<br><a href="http://www.elcpalmbeach.org">www.elcpalmbeach.org</a> |
| 02/09//2011                                                                                             | 5:00 p.m.          | Last day to submit <b>Written Inquiries</b> to the Coalition.                                                         |
| 02/16/2011                                                                                              | 5:00 p.m.          | Last day for Coalition to issue any Addenda to Solicitation.                                                          |
| 02/23/2011                                                                                              | 10:00 a.m.         | <b>Sealed Proposals Due</b> to Coalition.                                                                             |
| 02/23/2011                                                                                              | 10:05 a.m.         | <b>Public Opening</b> of Proposals at Early Learning Coalition.                                                       |
| 02/23-3/9/2011                                                                                          | N/A                | Proposals evaluated by Proposal Review Committee.                                                                     |
| 07/01/2011                                                                                              | N/A                | Anticipated Effective Date of Contract.                                                                               |
| <i>*These dates are subject to change based upon the need for additional information or evaluation.</i> |                    |                                                                                                                       |

## **2.4 PROPOSER'S CONFERENCE**

There will be **NO** Proposer's conference.

## **2.5 WRITTEN INQUIRIES**

Proposers may submit only written inquiries to the Coalition for the purpose of obtaining clarification or responses to questions concerning any matter relating to this RFP solicitation. All questions and requests for clarification regarding this RFP must be forwarded, in writing, to ***Mrs. Vivian Blackmon-Taylor at the address set forth in Paragraph 2.1 above or by email to [vivian.blackmon-taylor@elcpalmbeach.org](mailto:vivian.blackmon-taylor@elcpalmbeach.org)*** which writing(s) must be received on or before **5:00 p.m. (EST) on the last date specified in the Calendar of Events for Written Inquiries** to ensure that sufficient analysis can be made before answers are supplied. Written responses to questions and requests for clarification will be posted on the Coalition's website at [www.elcpalmbeach.org](http://www.elcpalmbeach.org). It is the sole responsibility of the Proposer to ensure that all questions or requests for clarification are received by the Coalition and that such are received within the time periods established for receipt of written inquiries.

## **2.6 ADDENDA**

The Coalition has the absolute right to cancel, amend, modify, supplement or clarify this RFP solicitation at any time in its sole discretion. If any solicitation revisions become necessary or appropriate, as determined by the Coalition, the Coalition will post written addenda to the Coalition website at [www.elcpalmbeach.org](http://www.elcpalmbeach.org).

Any addendum issued by the Coalition will include a receipt acknowledgment. The receipt acknowledgment for each addendum must be executed and submitted to the Coalition along with the Proposal on the specified due date for submission of the Proposal. All Proposers should contact 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 determination that the Proposal is non-responsive.

## **2.7 ACCEPTANCE/REJECTION OF PROPOSALS AND WAIVER OF IRREGULARITIES**

The Coalition reserves the right to reject any and all Proposals, and/or to re-advertise, to waive any defects, irregularities, informalities or technicalities therein, to negotiate Contract terms with the successful Proposer, to disregard all 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. The Coalition may supplement, amend, modify and/or expand the solicitation requirements, accept Proposals from one or more Proposers, in whole or in part, and award only a portion of this solicitation. 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 in this **Section 2.7**.

## 2.8 PROPOSER DISQUALIFICATION

A. 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.

B. 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.

C. Failure to Perform Prior Contracts. Failure to have performed any contractual obligations with the Coalition in a manner satisfactory to the Coalition will be a sufficient cause for disqualification. To be disqualified as a Proposer under this provision, the Proposer must have:

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,

Had a contract terminated for cause by the Coalition, by any agency of the State of Florida, or by any Children's Services Council.

## 2.9 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.

## **2.10 PUBLIC RECORDS/PROPOSER TRADE SECRETS**

Article 1, Section 24 of the Florida Constitution and Chapter 119, Fla. Stat., 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, Florida Statutes. 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, Florida Statutes, 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, Fla. Stat. 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.

## **2.11 NOTICE OF CONTRACT AWARD**

The Coalition anticipates awarding a single Contract to the responsible and responsive Proposer 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 and State's website, through AWI, following the Coalition Board's 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.

## **2.12 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, Fla. Stat., 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), Fla. Stat.

## **2.13 PROTESTS AND DISPUTES**

By Proposer's submission of a Proposal, Proposer acknowledges and agrees that the protest procedures set forth in Chapter 120, Florida Statutes, do not apply to the Coalition or to this RFP

solicitation. By submitting a Proposal herein, Proposer agrees to comply with the Coalition's protest policy for this solicitation as follows:

All Notices of Intent to Protest before award must be submitted, in writing, to the Coalition's Executive Director at the address listed in **Section 2.1** no later than three (3) calendar days after the submission date for all Proposals, and Notices of Intent to Protest after award must be submitted within three (3) calendar days after Notice of Intended Award by the Coalition. Proposers are cautioned that failure to protest before award those issues that could have been raised at such time including, without limitation, protest to the form of this solicitation, any Coalition policy and/or procedure set out for this solicitation, or of any term(s) or condition(s) of this solicitation, are barred from raising such a challenge after award.

Following the timely submission of a Notice of Intent to Protest either before award or after award, as the case may be, a formal written protest describing, in detail, the nature of the protest, must be submitted to the Coalition's Executive Director no later than ten (10) calendar days following the Coalition's receipt of the Notice of Intent to Protest. A committee comprised of the Coalition's Executive Director, Quality Assurance Manager, and Finance Director shall have authority to evaluate and rule on the protest which decision shall be made, in writing, within twenty (20) business days from the date of receipt of the formal written request. The Executive Director shall serve as Chair of the Committee.

- A. If it is determined that the solicitation or award is in violation of law, the solicitation or award shall be canceled or revised.
- B. If it is determined that the solicitation or award should be upheld, the Executive Director shall promptly issue a decision in writing stating the reason for the action with a copy furnished to the protester.

The decision of the Committee shall be final and conclusive as to the Coalition unless a party commences action in court. Nothing in this policy is intended to affect the power of the Coalition Board to settle actions pending before the courts.

In the event of a timely protest, the Executive Director shall not proceed further with the solicitation or with the pending award of the Contract until a ruling is made on the protest unless the Executive Director, with the advice of the Coalition's attorney, makes a determination that the award of the Contract without delay is necessary to protect the substantial interests of the Coalition.

## **2.14 TERM OF CONTRACT RESULTING FROM THIS REQUEST FOR PROPOSAL**

The Coalition anticipates entering into a single Contract to implement the Environment Rating Scale- Revised as the School Readiness program assessment tool. The Coalition anticipates entering into a Contract for a period of 12 months beginning on July 1, 2011, and expiring on June 30, 2012, with the ability to renew the Contract annually for up to two (2) additional one (1) year periods subject to: (i) availability of funds as determined by the Coalition in its sole and absolute discretion (taking into account all of the services the Coalition is providing or may be required to provide) and, (ii) satisfactory performance evaluations of the Contractor by the Coalition.

## **2.15 SURETIES – PROPOSAL GUARANTEE**

Each Reply shall be accompanied by a Reply Guarantee payable to the Coalition in the amount of **\$100,000.00 or 1% of the requested budget amount (whichever is less)**, which shall remain in effect for a period of sixty (60) days after the Proposal is submitted. The form of the Proposal Guarantee shall be a bond or Letter of Credit acceptable to the Coalition. The Proposal Guarantee if a bond, shall be written by a surety company authorized to do business in the State of Florida and signed by a Florida Licensed Agent. The unsuccessful Proposers' Proposal Guarantee shall be returned within the earlier of **10** days of the Coalition signing a legal Contract for the functions for which said Proposer applied or after the 60 day period has expired. If the Proposer fails to execute a Contract within **10** consecutive calendar days after a Contract has been presented to it for signature, its Proposal Guarantee shall be forfeited to the Coalition.

## **2.16 SURETIES - PERFORMANCE BOND**

Following the award of a Contract by the Coalition pursuant to this RFP, the Contractor shall furnish the Coalition with a Performance Bond equal to fifteen (15%) percent of the total Contract amount for each fiscal year. The bond must be issued by a surety company authorized to do business in the State of Florida by the Department of Insurance and signed by a Florida licensed agent.

The bond shall be conditioned upon the Contractor's performance of the services described in the Contract in the times and manners prescribed therein and upon making prompt payments to subcontractors and employees. The bond shall be furnished to the Contract Manager upon execution of the Contract. No payments shall be made to the Contractor until the Performance Bond is in place and approved by the Coalition, in writing.

The cost of the Performance Bond shall be solely borne by the Contractor.

## **2.17 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.

## **2.18 COST OF PREPARATION OF PROPOSAL**

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

## **2.19 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: MINIMUM PROGRAMMATIC REQUIREMENTS**

### **3.1 GENERAL STATEMENT OF SERVICES TO BE PROVIDED**

The RFP invites eligible applicants to submit a proposal to implement the use of the Environment Rating Scales-Revised as a program assessment tool for all child care providers receiving School Readiness funds, Quality Counts funds and/or participating in the Child Outcomes Study in Palm Beach County. Proposers will be expected to design a system that incorporates within the existing system of care for quality education.

The Coalition seeks to enter into a Contract with one (1) successful Proposer.

Services being sought in the RFP include development of a comprehensive assessment system using the following:

- A. Environment Rating Scales – Revised
  1. Infant/Toddler Rating Scale-Revised (ITERS-R)
  2. Early Childhood Environment Rating Scale-Revised (ECERS-R)
  3. Family Child Care Environment Rating Scale - Revised (FCCERS-R)
- B. Quality Counts Pathways Standards. For additional information visit the ELC website at [www.elcpalmbeach.org](http://www.elcpalmbeach.org).

### **3.2 PROGRAMMATIC AUTHORITY**

The successful Proposer must comply with all applicable Federal and State of Florida laws, rules and regulations, as well as Agency for Workforce Innovation, Office of Early Learning, and Coalition regulations, action transmittals, program instructions, review guides and similar documentation.

### **3.3 SCOPE OF SERVICE**

The successful Proposer will design a comprehensive system to perform reliable assessments of School Readiness, Quality Counts funded programs and programs participating in the Child Outcomes Study using the appropriate assessment tools.

#### **A. Infant/Toddler Environment Rating Scale, Revised Edition**

Designed to assess group programs for children from birth to 2½ years of age.

**B. Early Childhood Environment Rating Scale, Revised Edition**

Designed to assess group programs for children of preschool through kindergarten age, 2½ through 5.

**C. Family Child Care Environment Rating Scale, Revised Edition**

Designed to assess family child care programs conducted in a provider's home for children from infancy through school-age.

**D. Quality Counts Pathways Standards**

Designed to assess Quality Counts standards in 5 pathways: environment, profession development/staff qualifications; adult/child ratios and programs: administration and family engagement. Refer to website: <http://cscpbpc.org/bequality>

The comprehensive system includes performing assessments, follow-up assessments as needed, data collection, data analysis and data entry and reporting.

### **3.4 MAJOR PROGRAM GOALS**

The Coalition is accountable for the effective use of public funds channeled to the county through the Agency for Workforce Innovation as outlined in Florida Statutes 411.01. Given this mandate and the significant investments made through the early care and education partners in Palm Beach County, the Coalition is committed to collecting systematic data that helps strengthen programs, improve outcomes, and document the collective impact of the quality efforts throughout the county. The Coalition's results-based evaluation defines:

- A. The specific conditions we want to improve for children and families.
- B. The evidence-based approaches that will contribute to achieving results.
- C. The measurements to assess progress towards achieving program and child outcomes.

### **3.5 GENERAL DESCRIPTION OF PARTICIPANTS**

The School Readiness program, administered by the Early Learning Coalition of Palm Beach County, offers qualified parents financial assistance for child care through a variety of services. Childcare services include extended-day, extended-year, and school age care to support parents in becoming financially self-sufficient. The School Readiness program takes into account the level of physical, social, emotional, and intellectual development of a child, involves parents as their child's first teacher, prepares children to become ready for school, and provides parents with information on child development and other topics of interest. All families that apply for the School Readiness program can receive information on choosing a child care provider and child care provider listings through Child Care Resource and Referral services.

Quality Counts, funded by the Children's Services Council of Palm Beach County, is a voluntary five star rating system that supports continuous improvement in early care and education programs by using a clearly defined, five-star method of quality standards so children enter

school eager and ready to learn. The pathways rated will include learning environment, staff-to-child ratio/group sizes, family engagement, curriculum, administration, staff qualification/professional development. Quality Counts is open to child care centers, designated public school sites and family child care homes who hold a School Readiness service agreement.

The Child Outcomes Study is an evaluation study that originates from the Coalition in collaboration with the Children's Services Council. The purpose of the study is to examine the relationship between various training and technical assistance initiatives, funding streams, and related factors to identify which elements support positive gains in young children, especially those living in poverty. Child Outcomes Study participants include centers and childcare homes receiving School Readiness (SR) funds, VPK funds, Quality Counts programs and Head Start programs.

Table 1 provides data on the approximate number of School Readiness (SR) classrooms in Palm Beach County and may be used as an estimate for proposal and budget development.

Table 1: Approximate Number of School Readiness Classrooms in Palm Beach County

|                                          |            |
|------------------------------------------|------------|
| <b>Number of Family Child Care Homes</b> | <b>208</b> |
|                                          |            |
| <b>Number of Centers</b>                 | <b>279</b> |
| <b>Number of Infant Classes</b>          | <b>113</b> |
| <b>Number of Toddler Classes</b>         | <b>192</b> |
| <b>Number of 2 year Classes</b>          | <b>228</b> |
| <b>Number of Pre-K 3 Classes</b>         | <b>238</b> |
| <b>Number of Pre-K 4 Classes</b>         | <b>234</b> |
| <b>Number of Pre-K 5 Classes</b>         | <b>162</b> |

### 3.6 TASK LIST

- A. Ensure appropriate staff, including but not limited to assessors, anchors and managers, complete training from, or in alignment with, the University of North Carolina (UNC) in the ITTERS-R, ECERS-R, and FCCERS-R that leads to reliability based on the expectations of UNC trainers.
- B. Ensure appropriate staff, including but not limited to assessors, anchors and managers, complete ERS Data System training on, including but not limited to, how to input assessment data, create reports and extract data.
- C. Develop an on-going training program that meets the criteria in item A and B above that supports new assessors hired after the initial period.
- D. Develop a process that at a minimum aligns with the process prescribed by the ERS authors for assessors who do not meet reliability.

- E. Develop a process that at a minimum aligns with the process prescribed by the ERS authors to conduct inter-rater reliability checks (assessment conducted by two reliable assessors or an anchor).
- F. Assess and identify future professional development needs to assure continuous improvement of assessor and support staff.
- G. Conduct Level 1 assessments during the period of July 1, 2011 – June 30, 2012, using the appropriate ERS tool for School Readiness funded programs and Child Outcome Study participants. Refer to task limitations, Section 3.7.
- H. Conduct Level 2 assessments beginning October 1, 2011, in accordance with the previously determined assessment schedule, using the appropriate ERS tool and the Quality Counts Pathways Standards.
- I. Prepare a Summary Assessment Report for Level 1 assessments and disseminate to provider and the designated Coalition Contractor.
- J. Prepare a Summary Assessment Report for Level 2 assessments and disseminate to provider and the designated Coalition Contractor.
- K. Conduct follow-up assessment, within timeframe determined by the Coalition, for providers whose scores fall below the Coalition's designated minimum score.
- L. Coordination with all early care and education system partners, including but not limited to, the Coalition's Quality Assurance and Quality Supports contractor, Child Outcome Study contractor, and School Readiness providers.
- M. Collect and interpret data on all programs for the determination of program compliance.
- N. Provide a grievance process for child care providers.
- O. Provide a clarification process for child care providers.
- P. Provide a protocol for reporting licensing violations observed during assessment.

### **3.7 TASK LIMITS**

The services provided pursuant to this RFP Solicitation and as set forth in the task list, **Section 3.6**, above, are subject to the fiscal and programmatic limits set forth in the relevant federal and state laws, rules and regulations and in accordance with State of Florida Agency for Workforce Innovation, Office of Early Learning, and the Coalition's rules, policies and guidance documents.

Additional task limits include:

- A. Level 1 Assessments will be conducted for School Readiness providers excluding Quality Counts providers.

### **3.8 STAFFING LEVELS**

The Contractor shall be adequately staffed (as specified in the Proposal subject to subsequent agreed upon changes with the Coalition's Contract Manager) and shall:

- A. Provide timely and competent administrative and direct services.
- B. Furnish job descriptions of all positions including salary ranges and minimum education requirements.
- C. Maintain sufficient staff to deliver the agreed upon services as reflected in the Contractor's Proposal.
- D. Furnish, to the Coalition, an organizational chart listing positions, lines of authority and an explanation of how the program relates to the entire agency operation.

### **3.9 PROFESSIONAL QUALIFICATIONS**

The Contractor will ensure that all staff persons, and any subcontractor staff have a minimum of a Bachelors degree with three years of related experience.

### **3.10 STAFFING CHANGES**

The Contractor 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 administrative position is vacant the Contractor 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. Contractor should provide a profile of their staff to be hired at all levels of staffing to include the contractor's criteria of minimum educational requirements.

### **3.11 SUBCONTRACTORS**

- A. Services under the resulting Contract to this RFP may be subcontracted as provided in this Paragraph 3.13 and as set forth in the resulting Contract. The Contractor shall remain fully responsible for service delivery, monitoring and quality assurance of all subcontracts entered into under the Contract. The Contractor shall develop written procedures for monitoring of subcontracts. Monitoring of subcontractors by the Contractor must occur annually at a minimum.
- B. The Contractor may, only with the prior written 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 Contractor's response to this RFP. Subcontracts shall be approved in writing by the Coalition's Contract Manager prior to the effective date of any subcontract. No subcontract which the Contractor enters into with respect to performance under the Contract resulting from this RFP shall in any way relieve the Contractor of any responsibility for performance of its duties. Payments to subcontractors shall be made by the Contractor. No payments to the Contractor, with

respect to subcontracts, will be processed until all subcontracts are approved, in writing, by the Coalition.

### **3.12 SERVICE DELIVERY LOCATION**

The Contractor shall administer, coordinate, and ensure availability and delivery of the services specified in the Contract in **Palm Beach County**, Florida. Management staff shall be accessible for meetings in Palm Beach County, Florida.

### **3.13 CHANGES IN LOCATION**

The Contractor shall notify the Coalition's Contract Manager, in writing, (30) days prior to any anticipated change in the location of its offices or service facilities.

### **3.14 EQUIPMENT**

- A. The Contractor shall maintain equipment and provide insurance as required and agreed upon with the Contract manager to deliver agreed upon services.
- B. The Contractor will acquire and maintain, at a minimum, personal computers, software, LAN standards and e-mail compatible with that of the Agency for Workforce Innovation Office of Early Learning, and the Coalition. ERS hardware and software will be provided by the Coalition.
- C. Requests for reimbursement of purchasing equipment must be pre-approved by the Coalition. Equipment purchased under this contract shall be retained by the contractor during the period of performance of the contract. Ownership of equipment purchased under the contract resulting from this RFP may revert to the Purchasing Agency at the end of the contract period when ownership is requested by the Purchasing Agency in writing. Non depreciation or use charge on equipment purchased under the contract resulting from this RFP shall be claimed on this or any future contract with the Coalition or any of its agents.
- D. The Contractor will utilize the designated Coalition web-based data management system for reporting program data

### **3.15 REPORTS**

Reporting is required in order to monitor data and the assessment process in real time. It should provide access to aggregate reports in categories as outlined below.

The data being collected should have capabilities of providing reporting of analysis of data down to the subscale and item levels, track changes over time and be able to quickly identify scores falling below the thresholds.

The data will be used to determine the overall efficacy of sites, determine training needs for site compliance and improvement, as well as having the ability to monitor the accuracy and consistency of the team of assessors staffed by the contract.

Should have the capability of generating a report that provides both the number and percentage of observations receiving a score from 1-7 for each item in the scale chosen. The overall, subscale and item averages are included for each scale selected. In addition, a detailed list of facilities scoring below the desired threshold should be readily available. The report should have the capability of being filtered by assessment type, by region, by date range, and by pulling trends in deficits.

- A. Where the resulting Contract requires the delivery of reports to the Coalition, mere receipt by the Coalition shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The Coalition reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting Contract. The Coalition, at its option, may allow additional time within which the Contractor may remedy the objections noted by the Coalition or the Coalition may declare the Contract to be in default.
- B. The Contractor shall complete and submit reports in accordance with specifications requested by the Coalition. The Contractor shall provide additional ad hoc reports as requested by the Coalition, to include but not limited to:
  - 1. The Contractor will provide data information in a monthly management report, due to the Contract Manager no later than 15 calendar days following the end of the service month, in a format specified by the Coalition;
  - 2. An observation report completed for each site. Reports will be provided in two types: Level 1 and Level 2. The details of each report requirements will be provided;
  - 3. A report on scoring thresholds which should summarize observations that fall below or above the desired score. Observations should have the capability of being filtered by date, type and region;
  - 4. A report that compares data through time by site, region and type. Ability to document changes as a result of each implementation phase;
  - 5. Reports generated would include aggregate data provided monthly to the Coalition.

### **3.16 RECORDS AND DOCUMENTATION**

- A. The Contractor shall maintain the data necessary to assist the Coalition to assess success in achieving the established outcomes of this Contract.
- B. The Contractor agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Contractor further agrees to hold harmless, defend, and indemnify the Coalition from any claim or damage, including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Contractor of confidential records at its expense.
- C. The Contractor shall maintain all records required to be maintained pursuant to the resulting Contract in such manner as to be accessible by the Coalition upon demand.

Where permitted under applicable law, access by the public shall be permitted without delay.

### **3.17 MONITORING AND PERFORMANCE EVALUATION METHODOLOGY**

- A. Contractors must comply with the requirements of the Coalition's Contract with reference to monitoring by the Coalition.
- B. The Contractor agrees to fully cooperate with the Coalition in the conduct of both performance audits and financial audits.
- C. The audit requirements herein are intended to be in addition to other audit requirements found in other documents incorporated by reference in the resulting Contract and is not to be construed as a limitation upon them. The Contractor agrees to include the audit requirements herein and record keeping requirements set forth in **Paragraph 3.16**, above, in all approved subcontracts and assignments that result from this RFP.

### **3.18 CONTRACTOR'S OTHER OBLIGATIONS**

- A. The Contractor is required to have working capital in the amount of one twelfth (1/12<sup>th</sup>) of the final Contract amount to ensure and maintain ongoing cash flow.
- B. The Contractor is solely responsible for the satisfactory performance of the tasks described in **Section 3.6**. By execution of the resulting Contract, the Contractor recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof. Contractor also acknowledges its fiscal responsibility for disallowed costs.
- C. The Contractor and the Coalition, in the performance of the Contract, shall be acting as separate parties and not as agents, employees, partners, joint ventures or associates of one another. Any employee or agent of one party shall not be construed to be the employee or agent of the other party for any purpose.
- D. The Contractor shall hold confidential all information relating to families which is obtained by the Contractor under the resulting Contract and shall not use the information obtained in any manner except as permitted by law.
- E. When it has been notified in writing by the Coalition of any noncompliance requiring submission of a corrective action plan, the Contractor shall develop a corrective action plan. Notification by the Coalition shall include a time within which the corrective action plan must be submitted, the duration of which shall be no longer than thirty (30) days in the absence of a written agreement by the Coalition allowing a longer time.
- F. The Contractor shall be knowledgeable of, and in full compliance with, all State and Federal laws, rules, and regulations, as amended from time to time, that affect or may affect the subject areas of the Contract and also be in full compliance with such other

authorities listed in **Section 3.2** of this RFP. The Contractor shall request technical assistance from the Coalition when deemed necessary to facilitate compliance with these authorities. The Coalition's failure to provide such technical assistance does not relieve the Contractor of its responsibilities to ensure compliance with all State and Federal laws, rules and regulations and all rules, policies and guidance established by the Coalition and the Agency for Workforce Innovation, Office of Early Learning, or performance under the terms of the Contract.

### **3.19 COALITION OBLIGATIONS**

- A. The Coalition shall develop and adopt performance standards and outcome measures.
- B. The Coalition shall evaluate overall compliance with the Contract requirements for the services described herein.
- C. The Coalition in collaboration with community partners may make local decisions relating to assessment processes.

### **3.20 COALITION DETERMINATIONS**

The Coalition reserves the right to make any and all determinations exclusively which it deems necessary to protect the best interests of the Coalition. The absence of the Coalition setting forth a specific reservation of rights does not subject other areas of the Contract resulting from this RFP to mutual agreement.

### **3.21 OUTCOMES AND OUTPUTS (PERFORMANCE MEASURES)**

- A. Conduct a Level 1 Assessment using the appropriate ERS-R for a minimum of 33% of the classrooms for 100% of school readiness providers and participants of the Child Outcomes Study.
- B. Conduct a Level 2 Assessment using the appropriate ERS-R, for a minimum of 33% of the classrooms for 100% of the Quality Counts programs.
- C. Complete a Level 1 and Level 2 Assessment report for 100% of programs identified in 3.21 A and B above.

## **SECTION 4: FINANCIAL SPECIFICATIONS**

### **4.1 FUNDING SOURCE**

The project described in this RFP and the resulting Contract will be funded by the General Revenue from the State of Florida and Federal funds. Proposers are advised that federal funds in excess of \$500,000 will be used. As a result a Federal and or State of Florida single audit will likely be required.

## **4.2 COST ALLOCATION, ALLOWABLE COSTS, AND DISALLOWANCES**

The Contractor must submit a cost allocation plan developed in accordance with Federal and State requirements to the Coalition's Chief Financial Officer for Coalition's approval prior to the execution of a Contract awarded from this RFP. The plan must describe allocation methodologies used by the Contractor to claim expenditures for reimbursement under a Contract awarded from this RFP. The format to be used for the cost allocation plan will be provided by the Coalition.

## **4.3 INVOICING AND PAYMENT OF INVOICES**

- A. Invoices shall contain the Contract number, purchase order number, and the appropriate vendor identification number. The Coalition may require any other information from the Contractor that the Coalition deems necessary to verify any purchase order placed under the Contract.
- B. The Contract and invoice payments will be based on Cost-reimbursement, as applicable. A Cost-reimbursement contract provides for payment of allowable incurred costs, to the extent prescribed in the contract. The contract establishes an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the contractor may not exceed (except at own risk) without the approval of the contracting officer.
- C. The Contractor must submit a Coalition-approved invoice form on a monthly basis. The Coalition must approve the pre-formatted invoice and requirements for supporting documentation, based on the information presented in the Contractor's approved cost allocation plan.
- D. Timing of payment for invoices by the Coalition to the Contractor and similar issues regarding payment shall be is governed by section 215.422 and 287.0585, Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (561) 214-8000 Monday through Friday to inquire about the status of payments by the Coalition. The Contractor is responsible for all payments to subcontractors under the Contract. The Coalition's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Coalition or to other subcontractors.

## **4.4 COST PROPOSALS**

- A. The Contractor must submit a financial and related services plan to the Coalition's Contract Manager for approval prior to the execution of the Contract. The financial and services plan must contain the following elements:
  - 1. A list and description of the services that are to be funded by the Contract.

2. Identification of the program under which services will be provided and a preliminary estimate of the costs associated with each expenditure category.
3. Notice of modifications to the initial financial and services plan must be provided to the Coalition prior to; 1) the selected Contractor changing its manner of service delivery, and 2) when additional service dollars are provided through an amendment of the Contract.

#### **4.5 FINANCIAL VIABILITY**

##### **A. GUIDELINES FOR PROPOSERS**

1. Proposers must attach a completed, signed IRS Form W-9.
2. Larger Proposers (those Proposers with gross annual revenues equal to or greater than \$500,000) shall:
  - a. Attach a copy of the most recent financial audit completed by an independent Certified Public Accountant (CPA), including single audit and management letters if applicable. The audit should be conducted in accordance with United States generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. This includes the newly issued auditor independence requirements defined by the General Accounting Office as described in the Yellow Book.
  - b. The most recent audit is defined as the audit performed during the most recent calendar or fiscal year and must cover the Proposer's prior fiscal year end financial statements.
  - c. The financial statements referenced in subparagraph b, above, must be submitted in conformity with United States Generally Accepted Accounting Principals (GAAP).
  - d. The financial audit must have an unqualified opinion in order for the Proposer to move forward in the RFP process.
3. Smaller Proposers (those Proposers with gross annual revenues less than \$500,000) may submit un-audited compiled financial statements, for the most recent calendar or fiscal year, prepared by a CPA if the Proposer's request is for \$500,000 or less and it adheres to the following guidelines.

4. The Service Provider may submit un-audited financial statements that must be compiled by a Florida CPA, regardless of how long the organization has been in existence. An un-audited financial statement includes a Statement of Financial Position, a Statement of Activities, a Cash Flow Statement and Notes to the Financial Statements.
5. Three financial viability tests will be conducted on the submitted un-audited financial statements as described herein in Section 4.5-B.
6. If selected for funding, the Proposer must agree to provide an audit by an independent Florida CPA, 120 days after the end of fiscal year in accordance with the Contract.
7. All Proposers must demonstrate fiscal solvency, pursuant to three financial viability tests utilized by the Coalition based on audited financial statements, with an unqualified opinion if Proposer has gross annual revenues greater than or equal to \$500,000, or un-audited compiled financial statements if Proposer has gross annual revenues less than \$500,000.

#### **B. FINANCIAL VIABILITY TESTS**

Proposer's audited or compiled financial statements, as applicable per Section 4.5-A, will be subject to the following three financial viability tests.

##### **Financial Viability Tests**

1. **Current Ratio** (Current Assets divided by Current Liabilities) - This test looks at the Proposer's current assets which can easily be changed into cash to pay current liabilities and operating expenses. The higher the ratio, the easier it is to pay liabilities and expenses. Current assets are defined as cash, cash equivalents, accounts receivable, prepaid expenses, inventories and other assets that can be liquidated into cash within 12 months. Current liabilities include accounts payable, accrued expenses and liabilities, short-term borrowings, and other liabilities due within 12 months.

A result over 1 is considered an acceptable rating.

2. **Debt Ratio** (Total Liabilities divided by Total Assets) -This test indicates the percentage of assets financed by liabilities. (Example: purchasing equipment on a credit card without having the funds to pay the credit card bill.) The lower the percentage the greater the Proposer's financial stability.

A rating of less than 1 is acceptable.

3. **Working Capital** (Current Assets minus Current Liabilities) - This test determines the working capital requirements. The Proposer is required to have 1/12 of the Contract amount in working capital to ensure and maintain ongoing cash flow. The calculation of 1/12 of the contract amount does not include slot dollars.

An available established Line of Credit as delineated in the Notes to the Financial Statements may be used in addition to the Working Capital to meet the requirement of 1/12 of the contract amount.

## **SECTION 5: INSTRUCTIONS FOR PREPARING A PROPOSAL**

### **5.1 PROPOSAL CONTENT, FORMAT AND SUBMISSION**

#### **GENERAL**

Responses to this RFP shall be prepared in a concise manner designed to address the Coalition's anticipated needs and requirements. All prices and quotations shall be typewritten, no erasures will be accepted. No Proposal may be transferred or assigned by a Proposer.

#### **A. Proposal Content**

A completed Proposal consists of the following:

1. Title Page containing the following:
  - Early Learning Coalition of Palm Beach County, Inc.
  - Implementation of the Environment Rating Scale as a Program Assessment Tool
  - Request For Proposal Number ELCPBC 2010-2
  - Proposer's name, address and all persons and entities having an interest in the Proposal.
  - Title Page must be signed in blue ink by an authorized representative of Proposer.
2. Request for Proposal Acknowledgement Form (Exhibit 9)
3. Proposal Guarantee (Section 2.15)
3. Fatal Criteria Checklist (Exhibit 11)
4. Proposal Responses to sections 5.4 through 5.8
  - Response to Need and Purpose 5.4
  - Description of Approach 5.5
  - Description of Staffing 5.6
  - Proposer's History and Experience 5.7
  - Proposers Implementation Plan 5.8
6. Proposed Budget 5.9
7. Required Statements and Certifications 5.10
8. Proposal Cross Reference Table 5.11

#### **B. Format**

To be considered for evaluation, the Proposal must conform to the content and format requirements described herein. Responses must be submitted sealed and in a 3 ring binder, double spaced, in twelve (12) point type and on 8.5"x11" white paper; and submitted in tabbed sections, the first being the Title Page and Request for Proposal Acknowledgment Form and the remaining sections corresponding to Sections 6.2.5 through 6.11. Pages must

be numbered consecutively within each section. Each question or statement must be reprinted in its entirety and followed by the response. All supporting documentation or exhibits shall be bound separately and clearly referenced. The budget Proposal must be presented in the format prescribed in Appendix C and be numbered consecutively.

### **C. Submission**

To be considered, **ONE (1) ORIGINAL SEALED PROPOSAL PLUS NINE (9) SEALED COPIES AND AN ELECTRONIC COPY OF THE PROPOSAL SAVED IN WORD FORMAT ON A COMPACT DISK** must be received by the Early Learning Coalition of Palm Beach County, Inc., Attention: Mrs. Vivian Blackmon-Taylor, 2300 High Ridge Road, Suite 115, Boynton Beach, Florida 33426, **on or before 10:00 a.m. (EST) February 23, 2011.** The outside cover of the original shall be clearly marked as "ORIGINAL."

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: Ms. Vivian Blackmon-Taylor, 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 e-mail or facsimile will not be accepted.

### **5.2 EARLY LEARNING COALITION OF PALM BEACH COUNTY, INC., REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM**

The Early Learning Coalition of Palm Beach County, Inc., Request for Proposal Acknowledgement Form, **(Exhibit 9)**, must be signed and submitted to the Coalition with Proposer's Proposal. The Acknowledgement Form shall be submitted as page 1 of the Proposal, immediately following Proposer's Title Page.

### **5.3 FATAL CRITERIA CHECKLIST**

Each copy of the Proposal must include a completed Fatal Criteria Checklist. **(Exhibit 11)**

The mandatory requirements are described as FATAL CRITERIA. Failure to comply with **all** mandatory requirements will render a Proposal non-responsive and ineligible for further evaluation.

### **5.4 RESPONSE TO NEED AND PURPOSE**

Provide a brief narrative that evidences your understanding of the need for, and purpose of, the services as presented in this RFP.

### **5.5 DESCRIPTION OF APPROACH**

In narrative form, describe the plan for accomplishing the required services. Outline in the plan the scope and detail of how the proposed work would be accomplished. Account for all services identified in the RFP.

### **A. Service Delivery Plan**

The response to this item should describe the Proposer's comprehensive system to perform the services referenced in Section 3.3. This section should include but not limited to:

1. Maintenance of Assessor Reliability
2. Appropriate Staffing (training plan)
3. Assessment Scheduling and Completion (within annual timeframe)
4. Report Completion and Distribution
5. Data and Trend Analysis

### **B. Proposer's Ability to Coordinate with Key Community Stakeholders**

This section should describe how the Proposer will coordinate and collaborate with key stakeholders. This section must include:

1. Letters of support from community organizations/entities.
2. A description of the Proposer's interagency coordination process and of the Proposer's plan to establish/improve the linkage and coordination with stakeholders that perform other early care and education functions.

### **C. Financial Capability**

This section should describe the Proposer's fiscal capability to implement and carry out this project to include:

1. A description of your financial management system
2. A description of the fiscal agent that will coordinate all accounts receivables and payables for the project.

### **D. Management Information System**

This section should describe how the Proposer would manage data for internal quality improvement and reporting to the Coalition. This section should include:

1. A description of the Proposer's current management information system which includes, without limitation, a description, and plan to resolve, capacity issues ( i.e. handling required volume of data in a reliable, efficient, time-efficient manner)and compatibility issues, etc.
2. A plan to accomplish data requirements as specified in this RFP.
3. A description of Proposer's experience with automated data management.
4. A plan for maintaining and retaining all documentation, information and records in accordance with applicable state and federal laws, rules and regulations and rules and policies of the Agency for Workforce Innovation, Office of Early Learning and the Coalition.

5. Describe the Proposer's system to collect and report accurate data; that its system enables it to timely report monthly; and that Proposer has the ability to respond to requests for consultation, ad hoc data, and reports.

## **5.6 DESCRIPTION OF STAFFING**

The Proposal must include:

- A. A list of management staff, their respective responsibilities and qualifications including experience managing and or/implementing this project.
- B. A staffing plan for direct services and administrative services including, without limitation, position descriptions and qualifications for each position, the total number of staff proposed for each position, organization of staff, and a timeline for hiring and training new staff for this project.
- C. The Proposer's organization chart indicating how the project staff fit into the total Contractor's organization, and how each member of the project staff relates to the other and the entire organization. ??
- D. A description of a hiring and training plan that ensures all staff meet training and continuing professional development mandates.(Sections:3.6A-G)
- E. A description of Proposer's employee turnover rate and how turnover and future recruitment and hiring issues will be managed, to include a thorough succession plan.

## **5.7 PROPOSER'S HISTORY AND EXPERIENCE**

The Proposal must include:

- A. A synopsis of Proposer's organizational business structure and Proposer's qualifications indicating its ability to manage and complete the proposed project.
- B. A description of previous or related projects completed by the proposer. The description should include, but not be limited to, scope of similar or related services previously provided, number of years of previous experience, geographical areas, staff specialties, programmatic capacity, supporting documentation from funder of proposer's performance.

## **5.8 PROPOSER'S IMPLEMENTATION PLAN**

The Proposer's Implementation Plan must include:

- A. A detailed schedule of implementation.
- B. 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.

## 5.9 PROPOSED BUDGET

Evaluation of Proposals will include consideration of the total costs for each year as submitted by the Proposer. The Proposer's budget must include:

- A. A separate proposed budget for each contract period below
  - 1. July 1, 2011 – June 30, 2012
  - 2. July 1, 2012 – June 30, 2013
  - 3. July 1, 2013 - June 30, 2014
- B. Costs must be reasonable in relation to the proposed services. The Budget Narrative (Appendix C, Form A) should provide more clarity and detail on the various budget items. Each line item of the budget narrative must show the criteria used to compute the budget and the calculation used to derive the requested amount. The Budget Narrative (Appendix C, Form A) and the Individual Program Budget by Funding Source (Appendix C, Form B) should correspond and the calculations and totals should be accurate. Budgets for the potential renewal years must include a description of significant cost increases and/or decreases. The Budget Narrative should also disclose any significant changes in services and how they are provided.
- C. The proposed budgets must show the amount for the services proposed, broken down by service category, which may be modified during the Contracting process.
- D. All budget items must be clearly linked to services in Proposer's Proposal.
- E. Proposer shall complete and submit with its Proposal the Budget Proposal Form, including: Form A Budget Narrative; Form A-1 Personnel Budget Narrative; and Form B Individual Program Budget, and attached hereto as Appendix "C." Renewals may not include any compensation for costs associated with the renewal.
- F. Proposer shall submit the documents listed in Section 4.5-A.
- G. All proposers must demonstrate fiscal solvency, in accordance with the three financial viability tests, described in Section 4.5-B, utilized by the Coalition based on audited financial statements, with an unqualified opinion for Proposers with gross annual revenues equal to or greater than \$500,000 or un-audited compiled financial statements for Proposers with gross annual revenues less than \$500,000.

## 5.10 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 Checklist (**Exhibit 11**). All submissions requiring a signature shall be executed by an Authorized Official of Proposer. An "Authorized Official" means an officer of 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.

## 5.11 PROPOSAL CROSS REFERENCE TABLE

In order to assist in the development of a responsive Proposal, and to facilitate Proposal evaluation by the Coalition, the Proposer is requested to provide a table which cross references the contents of their Proposal with the contents of the RFP. There is no specified format for the table but the following is shown as an example.

| RFP      |               |                   | PROPOSAL |               |         |
|----------|---------------|-------------------|----------|---------------|---------|
| Page (s) | Sec/Paragraph | Subject           | Page(s)  | Sec/Paragraph | Subject |
| 26       | 1.1           | Statement of need | 1        |               |         |

## **SECTION 6: PROPOSAL EVALUATION CRITERIA AND RATING TOOL**

### 6.1 EVALUATION CRITERIA AND RFP SCORING METHODOLOGY

A Proposal Review Committee will be convened by the Coalition's Executive Director to assess each Proposer's response. Each member of the Proposal Review Committee will assess Proposals using the following criteria:

- A. Agency Experience
- B. Staff qualifications
- C. Implementation Plan
- D. Budget

The criteria have weighted values relative to their importance. Each Proposal will be awarded a total point value by each committee member. The total score for each Proposal that is the highest and the lowest score will be thrown out. The remaining scores for each Proposal will be averaged to assign one score to each Proposal.

The Coalition anticipates entering into a Contract with one (1) successful Proposer, however, it specifically reserves all of its rights in accordance with **Section 2.7**.

**Exhibit 1**

**STATEMENT OF NO INVOLVEMENT**

I, \_\_\_\_\_, as an authorized representative of \_\_\_\_\_, certify that no member of this firm or any person having an interest in this firm has been:

1. Awarded a Contract by the Early Learning Coalition of Palm Beach County, Inc. on a noncompetitive basis to perform a feasibility study concerning the scope of work contained in this Solicitation, or
2. Participated in drafting this Solicitation.

Type Name of Authorized Official: \_\_\_\_\_

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

Signature of Authorized Official: Date: \_\_\_\_\_

**Exhibit 2**

**ACCEPTANCE OF TERMS AND CONDITIONS**

If the undersigned shall be awarded this Contract, it/we will comply with all of the terms and conditions specified in this RFP solicitation.

\_\_\_\_\_  
Signature of Authorized Official\* (in blue ink)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

\_\_\_\_\_  
Name of Proposer

\*An Authorized Official is an officer of the Proposer's organization who has legal authority to bind the Proposer to the provisions of the RFP. This usually is the President, Chairman of the Board, Executive Director, or owner of the entity. A document establishing delegated authority must be included with the Proposal if signed by other than the Proposer's President, Chairman, Executive Director, or Owner.

### **Exhibit 3**

#### **PROPOSER'S REPRESENTATIONS**

In submitting a Proposal, the Proposer understands, represents and acknowledges the following (if the Proposer cannot so certify to any of the following, the Proposer shall submit with its Proposal a written explanation of why it cannot do so):

1. The Proposer is not currently under suspension or debarment by the State or any other governmental entity.
2. To the best of the knowledge of the person signing the Proposal, the Proposer, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding or otherwise responding on any public contract.
3. Proposer currently has no delinquent obligations to the Coalition or the State of Florida, including a claim by the Coalition or the State for liquidated damages under any other contract.
4. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
5. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Proposer or potential Proposer; neither the prices nor amounts, actual or approximate, have been disclosed to any Proposer or potential Proposer, and they will not be disclosed before the solicitation opening.
6. The Proposer has fully informed the Coalition, in writing, of all convictions of the firm, its affiliates, and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
7. Neither the Proposer nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:

**Exhibit 3 continued**

(i) Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or public contract; 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; or

(ii) Has within a three (3) year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

8. If an award is made to the Proposer, the Proposer agrees that it intends to be legally bound to the Contract that is formed with the Coalition.

9. The Proposer has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting its Proposal, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the Proposal.

10. The Proposer agrees that it shall indemnify, defend, and hold harmless the Coalition and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Proposer's preparation of its Proposal.

11. All information provided by, and representations made by, the Proposer are material and important and will be relied upon by the Coalition in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Coalition of the true facts relating to submission of the Bid.

---

Proposer Signature (in blue ink)

---

Print Name/Title

---

Date

---

Name of Proposer

**Exhibit 4**

**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 application/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 a written explanation to this Proposal.

---

Print Name and Title of Authorized Representative

---

Signature                      (in blue ink)                      Date

---

Name of Proposer

**Exhibit 5**

**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 for the Early Learning Coalition of Palm Beach County by \_\_\_\_\_ 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 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” included 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.]

**Exhibit 5 continued**

- \_\_\_\_\_ 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 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.

\_\_\_\_\_  
Authorized Signatory (in blue ink)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Personally known \_\_\_\_\_ Or produced identification \_\_\_\_\_

Name of Notary: \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_.

Printed typed or stamped

Form PUR 7068 (Rev. 06/18/92)

(Commissioned name of notary public)

**Exhibit 6**

**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.

---

Print Name and Title of Authorized Representative

---

Authorized Signatory (in blue ink)

---

Date

---

Name of Proposer

**Exhibit 7**

**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 federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 agrees that he/she/it 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 a 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 and Title of Authorized Representative

---

Name of Proposer

---

Signature (in blue ink)

---

Date

\*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).

**Exhibit 8**  
**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:

- A. 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.
- B. Establishing an ongoing drug-free awareness program to inform employees concerning:
  - 1. The dangers of drug abuse in the workplace.
  - 2. The policy of maintaining a drug-free workplace.
  - 3. Any available drug counseling, rehabilitation and employee assistance programs.
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. 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.
- D. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the Agreement, the employee will:
  - 1. Abide by the terms of the statement.
  - 2. 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.
- E. Notifying the agency 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.
- F. 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.

**Exhibit 8 continued**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

1. 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.
2. 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.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A – F, above.

H. 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.

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature (in blue ink)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Proposer

**Exhibit 9**

**EARLY LEARNING COALITION OF PALM BEACH COUNTY, INC.  
REQUEST FOR PROPOSAL (RFP)  
Acknowledgement**

Proposer Name:

Proposer Mailing Address:

City:

State:

Zip:

Telephone Number:

Total number of pages in the Proposal:

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same material, supplies, equipment, or services and in all respects this Proposal is fair and without collusion or fraud. I agree to abide by all terms and conditions of this Proposal and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP including, but not limited to, all certification requirements.

---

Authorized Signature (blue ink only)

Date

---

Print Name and Title

**Exhibit 10**  
**NON-COLLUSIVE AFFIDAVIT**

State of Florida  
County of Palm Beach

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

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

Authorized Signatory (blue ink): \_\_\_\_\_ Date: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

State of Florida  
County of \_\_\_\_\_

**Exhibit 10 continued**  
**NON-COLLUSIVE AFFIDAVIT**

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared \_\_\_\_\_ (Name(s) of individual(s) who appeared before notary) and whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it, personally known to me or produced identification \_\_\_\_\_ (type of identification) and who DID or DID NOT take an oath.

WITNESS my hand and official seal.

SEAL

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or Type as Commissioned)

**Exhibit 11**  
**FATAL CRITERIA CHECKLIST**

Proposer

Proposer Contact Person

Title

| <b><i>FATAL CRITERIA CHECKLIST</i></b>                                                                                                                                                                                                             | <b>Proposer<br/>Check<br/>(√)</b> | <b>Evaluation<br/>Committee<br/>(√)</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-----------------------------------------|
| 1. Does the Proposal include the signed Statement of No Involvement form? <b>(Exhibit 1)</b>                                                                                                                                                       |                                   |                                         |
| 2. Does the Proposal include the signed Acceptance of Terms and Conditions <b>(Exhibit 2)</b> indicating that the Proposer agrees to all Coalition requirements, terms and conditions in the RFP?                                                  |                                   |                                         |
| 3. Does the Proposal include an original signed and dated Proposer's Representations? <b>(Exhibit 3)</b>                                                                                                                                           |                                   |                                         |
| 4. Does the Proposal include the signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts? <b>(Exhibit 4)</b>                                                                            |                                   |                                         |
| 5. Does the Proposal include an original signed and dated Sworn Statement Pursuant to Section 287.133(3)(A), Fla. Stat., on Public Entity Crimes? <b>(Exhibit 5)</b>                                                                               |                                   |                                         |
| 6. Does the Proposal include an original signed and dated Discrimination Statement? <b>(Exhibit 6)</b>                                                                                                                                             |                                   |                                         |
| 7. Does the Proposal include an original signed and dated Certification Regarding Lobbying Form? <b>(Exhibit 7)</b>                                                                                                                                |                                   |                                         |
| 8. Does the Proposal include an original signed and dated Certification Regarding Drug-Free Workplace <b>(Exhibit 8)</b>                                                                                                                           |                                   |                                         |
| 9. Does the Proposal include the original signed and dated Request For Proposal Acknowledgement Form? <b>(Exhibit 9)</b>                                                                                                                           |                                   |                                         |
| 10. Does the Proposal include an original signed and dated Non-Collusive Affidavit? <b>(Exhibit 10)</b>                                                                                                                                            |                                   |                                         |
| 11. 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?                                                  |                                   |                                         |
| 12. Did the Proposer include the required Proposal Guarantee in the amount of <b><u>\$100,000.00 or 1% of the requested budget amount (whichever is less)</u></b> of the requested budget amount, as specified in <b>Section 2.15</b> of this RFP? |                                   |                                         |
| 13. Does the Proposal include all signed Addenda Acknowledgement forms, if any, issued by the Coalition?                                                                                                                                           |                                   |                                         |

## **APPENDIX A**

### **FINANCIAL AND COMPLIANCE AUDIT**

This attachment is applicable if the Contractor is any State or local government entity, non-profit organization, or for-profit organization. For State or local government entities, a Single Audit performed by the Auditor General shall satisfy the requirements of this attachment. If the Contractor does not meet any of the requirements below, no audit is required by this attachment.

#### **PART I: FEDERAL AUDIT REQUIREMENTS**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

The reporting package shall include a schedule that discloses the amount of expenditures by Contract number for each Contract with the Coalition in effect during the audit period. Compliance findings related to Contracts with the Coalition shall be based on Contract requirements including any rules, regulations, or statutes referenced in the Contract. The reporting package shall disclose whether or not the matching requirement was met for each applicable Contract. All questioned costs and amounts due to the Coalition shall be fully disclosed in the report with reference to the Coalition Contract involved. For recipients who are subject to both Part I and Part II below, the audit must also address applicable State audit requirements.

#### **PART II: STATE REQUIREMENTS**

In the event the recipient expends a total amount of State financial assistance to carry out state projects equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.600, Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State funds received from the Early Learning Coalition of Palm Beach County, Inc., except that amounts received by a non-state entity for Federal program matching requirements shall be excluded from consideration.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida

Implementation of the Environment Rating Scale As A Program Assessment Tool  
Request for Proposals - Solicitation Number ELCPBC 2010-2

Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.600, Rules of the Auditor General.

The reporting package shall include a schedule that discloses the amount of expenditures by Contract number for each Contract with the Coalition in effect during the audit period. Compliance findings related to a Contract with the Coalition shall be based on Contract requirements including any rules, regulations, or statutes referenced in the Contract. The reporting package shall disclose whether or not the matching requirement was met for the Contract. All questioned costs and amounts due the Coalition shall be fully disclosed in the audit report with reference to the specific Contract involved.

**APPENDIX B**

| <b>Checklist Of Required Forms Certifications &amp; Appendices</b>                         | <b>Provider Check (✓)</b> |
|--------------------------------------------------------------------------------------------|---------------------------|
| Exhibit-1 Statement of No Involvement                                                      |                           |
| Exhibit -2 Acceptance of Contract Terms and Conditions                                     |                           |
| Exhibit -3 Statement of Assurances                                                         |                           |
| Exhibit -3.5 Proposer's Representations                                                    |                           |
| Exhibit -4 Certification Regarding Debarment, Suspension, and other Responsibility Matters |                           |
| Exhibit -5 Public Entity Crimes                                                            |                           |
| Exhibit -6 Discrimination Statement                                                        |                           |
| Exhibit -7 Certification Regarding Lobbying                                                |                           |
| Exhibit -8 Drug-Free Workplace                                                             |                           |
| Exhibit -9 Request For Proposal Acknowledgement Form                                       |                           |
| Exhibit -10 Non-Collusion Affidavit                                                        |                           |
| Exhibit -11 Fatal Criteria Checklist                                                       |                           |
| Appendix A Financial and Compliance Audit                                                  |                           |
| Appendix B Checklist of Required Forms/Certifications                                      |                           |
| Appendix C Budget Reply                                                                    |                           |

Implementation of the Environment Rating Scale As A Program Assessment Tool  
Request for Proposals - Solicitation Number ELCPBC 2010-2

| BUDGET PROPOSAL                                     |  |  |  |  |  |                         |  |  |  |  |  |
|-----------------------------------------------------|--|--|--|--|--|-------------------------|--|--|--|--|--|
| Full Name of Funder                                 |  |  |  |  |  |                         |  |  |  |  |  |
| EARLY LEARNING COALITION OF PALM BEACH COUNTY, INC. |  |  |  |  |  |                         |  |  |  |  |  |
| Funding Period:                                     |  |  |  |  |  |                         |  |  |  |  |  |
| From:                                               |  |  |  |  |  | To:                     |  |  |  |  |  |
| Full Legal Name of Agency                           |  |  |  |  |  | Local Address of Agency |  |  |  |  |  |
|                                                     |  |  |  |  |  |                         |  |  |  |  |  |
|                                                     |  |  |  |  |  |                         |  |  |  |  |  |
|                                                     |  |  |  |  |  |                         |  |  |  |  |  |
| Telephone Number                                    |  |  |  |  |  | Fax Number              |  |  |  |  |  |
|                                                     |  |  |  |  |  |                         |  |  |  |  |  |
|                                                     |  |  |  |  |  |                         |  |  |  |  |  |
| PREPARED BY                                         |  |  |  |  |  |                         |  |  |  |  |  |
| Signature                                           |  |  |  |  |  | Typed Name and Title    |  |  |  |  |  |
|                                                     |  |  |  |  |  |                         |  |  |  |  |  |
|                                                     |  |  |  |  |  |                         |  |  |  |  |  |
| Date Submitted                                      |  |  |  |  |  | Telephone Number        |  |  |  |  |  |
|                                                     |  |  |  |  |  |                         |  |  |  |  |  |
|                                                     |  |  |  |  |  |                         |  |  |  |  |  |
| AUTHORIZED SIGNATURE                                |  |  |  |  |  |                         |  |  |  |  |  |
| Signature                                           |  |  |  |  |  | Title                   |  |  |  |  |  |
|                                                     |  |  |  |  |  |                         |  |  |  |  |  |
|                                                     |  |  |  |  |  |                         |  |  |  |  |  |
| Typed Name                                          |  |  |  |  |  | Date                    |  |  |  |  |  |
|                                                     |  |  |  |  |  |                         |  |  |  |  |  |
|                                                     |  |  |  |  |  |                         |  |  |  |  |  |

Implementation of the Environment Rating Scale As A Program Assessment Tool  
Request for Proposals - Solicitation Number ELCPBC 2010-2

**FORM A: BUDGET NARRATIVE**  
**FOR FUNDER : Early Learning Coalition of Palm Beach County, Inc.**

|                      |                                              |  |  |  |  |  |  |  |  |                                        |  |  |  |  |  |  |  |                             |    |   |
|----------------------|----------------------------------------------|--|--|--|--|--|--|--|--|----------------------------------------|--|--|--|--|--|--|--|-----------------------------|----|---|
| <b>Agency Name:</b>  |                                              |  |  |  |  |  |  |  |  | <b>Proposed Budget for Year Ending</b> |  |  |  |  |  |  |  |                             |    |   |
| <b>Program Name:</b> |                                              |  |  |  |  |  |  |  |  |                                        |  |  |  |  |  |  |  |                             |    |   |
| <b>REVENUES</b>      |                                              |  |  |  |  |  |  |  |  |                                        |  |  |  |  |  |  |  | <b>REQUESTED<br/>AMOUNT</b> |    |   |
| 1                    | Funds from Government Sources                |  |  |  |  |  |  |  |  |                                        |  |  |  |  |  |  |  |                             |    |   |
| 2                    | Foundations                                  |  |  |  |  |  |  |  |  |                                        |  |  |  |  |  |  |  |                             |    |   |
| 3                    | Other Grants                                 |  |  |  |  |  |  |  |  |                                        |  |  |  |  |  |  |  |                             |    |   |
| 4                    | Fund Raising                                 |  |  |  |  |  |  |  |  |                                        |  |  |  |  |  |  |  |                             |    |   |
| 5                    | Contributions/Legacies/Bequests              |  |  |  |  |  |  |  |  |                                        |  |  |  |  |  |  |  |                             |    |   |
| 6                    | Membership Dues                              |  |  |  |  |  |  |  |  |                                        |  |  |  |  |  |  |  |                             |    |   |
| 7                    | Program Service Fees and Sales to the Public |  |  |  |  |  |  |  |  |                                        |  |  |  |  |  |  |  |                             |    |   |
| 8                    | Investment Income                            |  |  |  |  |  |  |  |  |                                        |  |  |  |  |  |  |  |                             |    |   |
| 9                    | In Kind                                      |  |  |  |  |  |  |  |  |                                        |  |  |  |  |  |  |  |                             |    |   |
| 10                   | Miscellaneous Revenue                        |  |  |  |  |  |  |  |  |                                        |  |  |  |  |  |  |  |                             |    |   |
| 11                   | <b>Total Revenue</b>                         |  |  |  |  |  |  |  |  |                                        |  |  |  |  |  |  |  |                             | \$ | - |

Implementation of the Environment Rating Scale As A Program Assessment Tool  
Request for Proposals - Solicitation Number ELCPBC 2010-2

**FORM A: BUDGET NARRATIVE**  
**FOR FUNDER : Early Learning Coalition of Palm Beach County, Inc.**

Agency Name:

Proposed Budget for Year Ending

Program Name:

| EXPENDITURES |                                    |  |  |  |  |  |  |  |  | REQUESTED<br>AMOUNT |
|--------------|------------------------------------|--|--|--|--|--|--|--|--|---------------------|
| 12           | Salaries                           |  |  |  |  |  |  |  |  |                     |
| 13           | Employee Benefits                  |  |  |  |  |  |  |  |  |                     |
|              | a. FICA                            |  |  |  |  |  |  |  |  |                     |
|              | b. FI Unemployment                 |  |  |  |  |  |  |  |  |                     |
|              | c. Workers' Compensation           |  |  |  |  |  |  |  |  |                     |
|              | d. Health Plan                     |  |  |  |  |  |  |  |  |                     |
|              | e. Retirement                      |  |  |  |  |  |  |  |  |                     |
| 14           | Sub-Total Employee Benefits        |  |  |  |  |  |  |  |  | \$ -                |
| 15           | Sub-Total Salaries & Benefits      |  |  |  |  |  |  |  |  | \$ -                |
| 16           | Travel                             |  |  |  |  |  |  |  |  |                     |
|              | a. Travel/Transportation           |  |  |  |  |  |  |  |  |                     |
|              | b. Conferences/Registration/Travel |  |  |  |  |  |  |  |  |                     |
| 17           | Sub-Total Travel                   |  |  |  |  |  |  |  |  | \$ -                |

Implementation of the Environment Rating Scale As A Program Assessment Tool  
Request for Proposals - Solicitation Number ELCPBC 2010-2

**FORM A: BUDGET NARRATIVE**  
**FOR FUNDER : Early Learning Coalition of Palm Beach County, Inc.**

| <b>Agency Name:</b>                          |  | <b>Proposed Budget for Year Ending</b> |  |
|----------------------------------------------|--|----------------------------------------|--|
| <b>Program Name:</b>                         |  |                                        |  |
| EXPENDITURES                                 |  | REQUESTED<br>AMOUNT                    |  |
| <b>18 Building/Occupancy</b>                 |  |                                        |  |
| a. Rent                                      |  |                                        |  |
| b. Depreciation                              |  |                                        |  |
| <b>19 Communications/Utilities</b>           |  |                                        |  |
| a. Telephone                                 |  |                                        |  |
| b. Postage & Shipping                        |  |                                        |  |
| c. Utilities (Power/Water/Gas)               |  |                                        |  |
| <b>20 Sub-Total Communications/Utilities</b> |  | \$ -                                   |  |
| <b>21 Printing &amp; Supplies</b>            |  |                                        |  |
| a. Office Supplies                           |  |                                        |  |
| b. Program Supplies                          |  |                                        |  |
| c. Printing                                  |  |                                        |  |
| <b>22 Sub-Total Printing/Supplies</b>        |  | \$ -                                   |  |

| <b>FORM A: BUDGET NARRATIVE</b><br><b>FOR FUNDER : Early Learning Coalition of Palm Beach County, Inc.</b> |                                        |
|------------------------------------------------------------------------------------------------------------|----------------------------------------|
| <b>Agency Name:</b>                                                                                        | <b>Proposed Budget for Year Ending</b> |
| <b>Program Name:</b>                                                                                       |                                        |
| EXPENDITURES                                                                                               | REQUESTED<br>AMOUNT                    |
| <b>23 Food Service</b>                                                                                     |                                        |
| <b>24 Other</b>                                                                                            |                                        |
| a. Professional Fees                                                                                       |                                        |
| b. Insurance                                                                                               |                                        |
| c. Building Maintenance                                                                                    |                                        |
| d. Equipment Rental/Maintenance                                                                            |                                        |
| e. Specific Assistance to Individuals                                                                      |                                        |
| f. Dues & Subscriptions                                                                                    |                                        |
| g. Training & Development                                                                                  |                                        |
| h. Awards & Grants                                                                                         |                                        |

| <b>FORM A: BUDGET NARRATIVE</b><br><b>FOR FUNDER : Early Learning Coalition of Palm Beach County, Inc.</b> |                                        |
|------------------------------------------------------------------------------------------------------------|----------------------------------------|
| <b>Agency Name:</b>                                                                                        | <b>Proposed Budget for Year Ending</b> |
| <b>Program Name:</b>                                                                                       |                                        |
| EXPENDITURES                                                                                               | REQUESTED AMOUNT                       |
| i. Sponsored Events                                                                                        |                                        |
| j. Payments to Affiliated Organizations                                                                    |                                        |
| k. Miscellaneous                                                                                           |                                        |
| <b>25 Sub-Total Other</b>                                                                                  | <b>\$ -</b>                            |
| <b>26 Indirect Cost</b>                                                                                    |                                        |
| <b>27 Capital Expenses (Equipment)</b>                                                                     |                                        |
| <b>28 Total Expenditures</b>                                                                               | <b>\$ -</b>                            |
| <b>ALL FINANCIAL INFORMATION ROUNDED TO NEAREST DOLLAR</b>                                                 |                                        |

| FORM A-1: PERSONNEL BUDGET NARRATIVE                             |                 |                  |       |     |                          |                             |                                  |        |       |
|------------------------------------------------------------------|-----------------|------------------|-------|-----|--------------------------|-----------------------------|----------------------------------|--------|-------|
| FOR FUNDER : Early Learning Coalition of Palm Beach County, Inc. |                 |                  |       |     |                          |                             |                                  |        |       |
| Agency Name:                                                     |                 |                  |       |     |                          |                             |                                  |        |       |
| Program Name:                                                    |                 |                  |       |     |                          | Budget for Fiscal Year      |                                  |        |       |
| <i>Note : Use additional sheets if necessary.</i>                |                 |                  |       |     |                          |                             |                                  |        |       |
| (1)                                                              | (2)             | (3)              | (4)   | (5) | (6)                      | (7)                         | (8)                              | (9)    | (10)  |
| PERSONNEL                                                        | %<br>OF<br>TIME | AGENCY<br>SALARY | DATES |     | NUMBER OF<br>PAY PERIODS | SALARY<br>PER PAY<br>PERIOD | PERCENTAGE<br>OF TOTAL<br>SALARY | AMOUNT | TOTAL |
|                                                                  |                 |                  | FROM  | TO  |                          |                             |                                  |        |       |
| <u>Positions/Salaries</u>                                        |                 |                  |       |     |                          |                             |                                  |        |       |
|                                                                  |                 |                  |       |     |                          | -                           |                                  | -      | -     |
|                                                                  |                 |                  |       |     |                          | -                           |                                  | -      | -     |
|                                                                  |                 |                  |       |     |                          | -                           |                                  | -      | -     |
|                                                                  |                 |                  |       |     |                          | -                           |                                  | -      | -     |
|                                                                  |                 |                  |       |     |                          | -                           |                                  | -      | -     |
|                                                                  |                 |                  |       |     |                          | -                           |                                  | -      | -     |
|                                                                  |                 |                  |       |     |                          | -                           |                                  | -      | -     |
|                                                                  |                 |                  |       |     |                          | -                           |                                  | -      | -     |
|                                                                  |                 |                  |       |     |                          | -                           |                                  | -      | -     |
|                                                                  |                 |                  |       |     |                          | -                           |                                  | -      | -     |
|                                                                  |                 |                  |       |     |                          | -                           |                                  | -      | -     |
|                                                                  |                 |                  |       |     |                          | -                           |                                  | -      | -     |
| <b>Sub-Total Salaries</b>                                        |                 |                  |       |     |                          |                             |                                  |        | \$ -  |
| (Figure should match Form A, Page 2 of 5)                        |                 |                  |       |     |                          |                             |                                  |        |       |

| FORM B: INDIVIDUAL PROGRAM BUDGET<br>BY FUNDING SOURCES |      |      |      |      |                |      |      |              |
|---------------------------------------------------------|------|------|------|------|----------------|------|------|--------------|
| Agency Name:                                            |      |      |      |      |                |      |      |              |
| Program Name:                                           |      |      |      |      | Funding Period |      |      |              |
| (1)                                                     | (2)  | (3)  | (4)  | (5)  | (6)            | (7)  | (8)  | (9)          |
| <b>REVENUES</b>                                         |      |      |      |      |                |      |      | <b>TOTAL</b> |
| 1. Funds from<br>Govt. Sources                          |      |      |      |      |                |      |      | \$ -         |
| 2. Foundations                                          |      |      |      |      |                |      |      | -            |
| 3. Other Grants                                         |      |      |      |      |                |      |      | -            |
| 4. Fund Raising                                         |      |      |      |      |                |      |      | -            |
| 5. Contributions/<br>Legacies/Bequests                  |      |      |      |      |                |      |      | -            |
| 6. Membership Dues                                      |      |      |      |      |                |      |      | -            |
| 7. Program Srvc.<br>Fees/Sales to Public                |      |      |      |      |                |      |      | -            |
| 8. Investment Income                                    |      |      |      |      |                |      |      | -            |
| 9. In-Kind                                              |      |      |      |      |                |      |      | -            |
| 10. Miscellaneous                                       |      |      |      |      |                |      |      | -            |
| <b>11. Total Revenue</b>                                | \$ - | \$ - | \$ - | \$ - | \$ -           | \$ - | \$ - | \$ -         |

**FORM B: INDIVIDUAL PROGRAM BUDGET  
BY FUNDING SOURCES**

|                                         |      |      |      |      |                       |      |      |              |
|-----------------------------------------|------|------|------|------|-----------------------|------|------|--------------|
| <b>Agency Name:</b>                     |      |      |      |      |                       |      |      |              |
| <b>Program Name:</b>                    |      |      |      |      | <b>Funding Period</b> |      |      |              |
|                                         |      |      |      |      |                       |      |      |              |
| (1)                                     | (2)  | (3)  | (4)  | (5)  | (6)                   | (7)  | (8)  | (9)          |
| <b>EXPENDITURES</b>                     |      |      |      |      |                       |      |      | <b>TOTAL</b> |
| <b>12. Salaries</b>                     | -    |      |      |      |                       |      |      | \$ -         |
| <b>13. Employee Benefits:</b>           |      |      |      |      |                       |      |      | \$ -         |
| a. FICA                                 | -    |      |      |      |                       |      |      | \$ -         |
| b. Florida Unemployment                 | -    |      |      |      |                       |      |      | \$ -         |
| c. Workers' Compensation                | -    |      |      |      |                       |      |      | \$ -         |
| d. Health Plan                          | -    |      |      |      |                       |      |      | \$ -         |
| e. Retirement                           | -    |      |      |      |                       |      |      | \$ -         |
| <b>14. Sub-Total Employee Benefits</b>  | \$ - | \$ - | \$ - | \$ - | \$ -                  | \$ - | \$ - | \$ -         |
| <b>15. Sub-Total Salaries/ Benefits</b> | \$ - | \$ - | \$ - | \$ - | \$ -                  | \$ - | \$ - | \$ -         |
| <b>16. Travel</b>                       |      |      |      |      |                       |      |      |              |
| a. Travel/Transportation                | -    |      |      |      |                       |      |      | \$ -         |
| b. Conferences/<br>Registration/Travel  | -    |      |      |      |                       |      |      | \$ -         |
| <b>17. Sub-Total Travel</b>             | \$ - | \$ - | \$ - | \$ - | \$ -                  | \$ - | \$ - | \$ -         |
| <b>18. Building/Occupancy</b>           |      |      |      |      |                       |      |      |              |
| a. Rent                                 |      |      |      |      |                       |      |      | \$ -         |

**FORM B: INDIVIDUAL PROGRAM BUDGET  
BY FUNDING SOURCES**

|                                                   |      |      |      |      |                       |      |      |              |
|---------------------------------------------------|------|------|------|------|-----------------------|------|------|--------------|
| <b>Agency Name:</b>                               |      |      |      |      |                       |      |      |              |
| <b>Program Name:</b>                              |      |      |      |      | <b>Funding Period</b> |      |      |              |
| (1)                                               | (2)  | (3)  | (4)  | (5)  | (6)                   | (7)  | (8)  | (9)          |
| <b>EXPENDITURES</b>                               |      |      |      |      |                       |      |      | <b>TOTAL</b> |
| b. Depreciation                                   |      |      |      |      |                       |      |      |              |
| <b>19. Communications/<br/>Utilities</b>          |      |      |      |      |                       |      |      |              |
| a. Telephone                                      | -    |      |      |      |                       |      |      | \$ -         |
| b. Postage & Shipping                             | -    |      |      |      |                       |      |      | -            |
| c. Utilities                                      |      |      |      |      |                       |      |      |              |
| (Power/Water/Gas)                                 | -    |      |      |      |                       |      |      | -            |
| <b>20. Sub-Total<br/>Communications/Utilities</b> | \$ - | \$ - | \$ - | \$ - | \$ -                  | \$ - | \$ - | \$ -         |
| <b>21. Printing &amp; Supplies</b>                |      |      |      |      |                       |      |      |              |
| a. Office Supplies                                | -    |      |      |      |                       |      |      | -            |
| b. Program Supplies                               | -    |      |      |      |                       |      |      | -            |
| c. Printing                                       | -    |      |      |      |                       |      |      | -            |
| <b>22. Sub-Total Printing/<br/>Supplies</b>       | \$ - | \$ - | \$ - | \$ - | \$ -                  | \$ - | \$ - | \$ -         |
| <b>23. Food Service</b>                           | \$ - |      |      |      |                       |      |      | \$ -         |
| <b>24. Other</b>                                  |      |      |      |      |                       |      |      |              |
| a. Professional Fees                              | -    |      |      |      |                       |      |      | -            |
| b. Insurance                                      |      |      |      |      |                       |      |      | -            |
| c. Building Maintenance                           | -    |      |      |      |                       |      |      | -            |

| <b>FORM B: INDIVIDUAL PROGRAM BUDGET<br/>BY FUNDING SOURCES</b> |      |      |      |      |                       |      |      |              |
|-----------------------------------------------------------------|------|------|------|------|-----------------------|------|------|--------------|
| <b>Agency Name:</b>                                             |      |      |      |      |                       |      |      |              |
| <b>Program Name:</b>                                            |      |      |      |      | <b>Funding Period</b> |      |      |              |
| (1)                                                             | (2)  | (3)  | (4)  | (5)  | (6)                   | (7)  | (8)  | (9)          |
| <b>EXPENDITURES</b>                                             |      |      |      |      |                       |      |      | <b>TOTAL</b> |
| d. Equipment Rental/<br>Maintenance                             |      |      |      |      |                       |      |      | -            |
| e. Specific Assistance to<br>Individuals                        | -    |      |      |      |                       |      |      | -            |
| f. Dues & Subscriptions                                         | -    |      |      |      |                       |      |      | -            |
| g. Training & Development                                       | -    |      |      |      |                       |      |      | -            |
| h. Awards & Grants                                              | -    |      |      |      |                       |      |      | -            |
| i. Sponsored Events                                             |      |      |      |      |                       |      |      | -            |
| j. Payments to Aff.<br>Organizations                            |      |      |      |      |                       |      |      | -            |
| k. Miscellaneous                                                | -    |      |      |      |                       |      |      | -            |
| <b>25. Sub-Total Other</b>                                      | \$ - |      |      |      |                       | \$ - | \$ - | \$ -         |
| <b>26. Indirect Costs</b>                                       |      |      |      |      |                       |      |      | \$ -         |
| <b>27. Capital Expenses</b>                                     |      |      |      |      |                       |      |      | \$ -         |
| <b>(Equipment)</b>                                              | \$ - |      |      |      |                       |      |      | \$ -         |
| <b>28. Total Expenditures</b>                                   | \$ - | \$ - | \$ - | \$ - | \$ -                  | \$ - | \$ - | \$ -         |

**All Financial Information Rounded to Nearest Dollar**