



Community Coordinated Care for Children, Inc. (4C)

Request for Proposals

**Removal and Acquisition of Modular Buildings
For Head Start Sites Within
Seminole County**

Release Date: Monday, May 5, 2025

Community Coordinated Care for Children, Inc. (4C)
Request for Proposals
Removal and Acquisition of Modular Buildings

SECTION 1: INTRODUCTION

1.1 STATEMENT OF NEED

Community Coordinated Care for Children, Inc. (hereafter referred to as “**4C**”) is incorporated as a non-profit entity with 501(c)(3) status. **4C** is a resource and referral agency for central Florida, and, in addition, oversees the Head Start programs in the central Florida counties of Osceola and Seminole. Head Start is a federally-funded program for less-advantaged three- and four-year olds and their families. Eligibility factors include such things as homelessness, foster care, low income, single-parent households, and children with disabilities.

Effective December 1, 2009, **4C** was approved by the U.S. Department of Health and Human Services Administration for Children and Families to begin providing Early Head Start (**EHS**) services in the counties of Orange, Osceola, and Seminole. **EHS** is a federally-funded program for less-advantaged infants, and toddlers – children from birth to the age of three. **EHS** also provides services to pregnant mothers, such as fetal development education and pre- and post-natal care.

4C issues this **RFP** with the explicit understanding that minor and major changes may be made, up to and including the option to rescind this **RFP** in its entirety, if such is in the best interest of **4C**.

Certain restrictions may apply to contract awards due to the fact that Head Start funding is Federal funding and contingent upon legislative authorization and awarding of funds.

1.2 STATEMENT OF PURPOSE AND TERM OF CONTRACT RESULTING FROM THIS REQUEST FOR PROPOSAL

The purpose of this Request for Proposal (**RFP**) is to select a licensed and insured **Contractor** in business three (3) or more to remove, replace and/or install modular units at several Head Start sites located in **Seminole** County and to provide a lease agreement for the leasing of installed modular units. Specific requirements are outlined in **ATTACHMENT 1** of this **RFP**.

4C will be entering into a contract for this service which may include modifications.

Assignments and Subcontracts

1. The **Contractor** agrees to neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of **4C** which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring, without prior approval of **4C** shall be null and void.
2. The **Contractor** agrees to be responsible for all work performed and all expenses incurred under the contract including that work performed by the subcontractor. If **4C** permits the **Contractor** to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the **Contractor** that all such subcontract arrangements shall be evidenced by a written document subject to prior review and comment by **4C**. Such review of the written subcontract document by **4C** will be limited to a determination of whether or not subcontracting is permissible and the inclusion of applicable terms and conditions of this Contract. The **Contractor** further agrees that **4C** shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the **Vendor** shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The **Contractor**, at its expense, will defend **4C** against such claims.
3. **4C** shall retain the right to reject any of the **Contractor's** or subcontractor's employees whose qualifications or performance, in **4C's** judgment, are insufficient. In considering the **Contractor's** and/or any subcontractor's employee's qualifications, **4C** will act in good faith and not unreasonably.

The contract may also be affected by any changes in statute or rule that may arise during the contract period or by amendments to **4C's** annual Work Plan as approved by their Funders. The contract is subject to:

1. Availability of funds as determined by **4C** in its sole discretion (taking into account all of the services the proposer is providing or may be required to provide), and,
2. Satisfactory performance of services as outlined in the contract.

1.3 ELIGIBLE PROPOSERS

All public or private-for-profit corporations properly organized in accordance with State and Federal law and in business for at least three (3) years may submit a Proposal for the required services as defined within this **RFP**. Minority operated businesses, faith-based, and community-based organizations are encouraged to submit a Proposal.

4C's expectations of awarded **Contractor** are the following:

1. Provide services at a rate agreed upon by both parties for **4C**;
2. Be available on a daily basis to perform said duties;
3. Maintain confidentiality of any and all information concerning any individual or the organization they may acquire in the process of performing their duties;
4. Assign only those individuals who may legally work in the United States;
5. Contractor will not be reimbursed for travel time, and;
6. Contractor will provide **4C** with documentation of current workman's compensation insurance, general liability insurance, and employee dishonesty for all and during the term of the contract;
7. Bid must be submitted for the performance of all the services described herein for all sites and modular buildings. Any deviation from the **bid specifications only** will be considered if **4C** considers the deviation is in the best interest of **4C's** program operations for the site(s).
8. Before submitting a response to this solicitation. Bidders should review, correct all errors and confirm compliance with all requirements, and;
9. Where applicable, bidder should carefully examine work sites and specifications.

No Proposer will be considered if:

- 1) The Proposer has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S.
- 2) The Proposer has been debarred or suspended or otherwise determined to be ineligible to receive federal and/or state funds by an action of any governmental agency.
- 3) The Proposer's previous contract(s) with **4C** or any other Federal, State of Florida or state affiliated agency has been terminated for cause.
- 4) The Proposer's name appears on the convicted vendor list.
- 5) The Proposer's name appears on the scrutinized vendor list.
- 6) For any cause for which the Proposer is determined non-responsive or non-responsible.

1.4 FURTHER CONSIDERATIONS

4C has the responsibility to ensure contracted costs are necessary, reasonable, and allowable as defined by State and Federal standards.

It is essential to the administration, coordination, availability, and delivery of Early Head Start and Head Start services that the Contractor be impartial in all matters. Therefore, **4C** reserves the right to reject a Proposal where there will be a continuing or frequently recurring conflict between the Proposer's private interests and the performance of the Proposer's duties in the public's interest.

This **RFP** does not commit or obligate **4C** to award a contract, to commit any funds identified in this **RFP** document, to pay any costs incurred in the preparation or presentation of a Proposal to this **RFP**, to pay for any costs incurred in advance of the execution of a contract.

Payment for the provision of services from any contract award resulting from this **RFP** is contingent upon annual appropriation by Federal and State of Florida Legislature and availability of any and all applicable federal funds.

Proposer agrees that **4C** shall have the right to cancel or reduce services in the awarded contract with at least thirty (30) business days' written notice to the service provider in the event funds for this service become unavailable/reduced or in the event of exigent circumstances.

Donations of in-kind services or discounts on the purchase of goods or services given specifically to **4C** are tax deductible contributions. Please indicate the type and value of in-kind services, if offered, when responding to this purchasing request. In the event discounts are provided in pricing, please indicate the discount rate and/or amount separately on all quotes and on any resulting invoices.

Proposer will be required to comply with the Davis-Bacon Act. Any and all construction or renovation using 4C's state or federal funds will be done in compliance with the **Davis-Bacon Act**, thus assuring all workers are paid according to the current prevailing wage for the county in which the work is being done.

Documentation and certifications for wages must be provided with each draw request. The Internet links explaining the Davis-Bacon Act are: www.dol.gov/compliance/laws/comp-dbra.htm and www.dol.gov/whd/forms/wh347instr.htm

4C furthermore reserves the right to:

- 1) Reject any and/or all Proposals in whole or in part as **4C** deems in its best interest.
- 2) Change or waive any provisions set forth in this **RFP**.
- 3) Return non-responsive Proposals without review.
- 4) Waive informalities and minor irregularities in Proposals received, as **4C** deems appropriate.
- 5) Request additional data, technical or price revisions, or oral presentations in support of the written Proposal.
- 6) Independently determine that an arms-length agreement exists between the Proposer and any sub-contractors or vendors they might choose to use.
- 7) Verify any factual information as it is presented within the Proposal.

1.5 EVALUATION CRITERIA

A rating process as set forth by **4C** will determine who receives the bid. Results of this rating will be available for inspection at our offices after the award is made.

Weighted Factor Breakdown: FACTOR	WEIGHT
Cost of Services - Reasonableness of the prices and competitiveness with other proposals received; adequacy of the data in support of figures quoted; basis on which prices are quoted.	60%
Meeting Technical and Site Specifications – Competitiveness of response received for technical competence; ability to meet RFP requirements;	15%
Qualifications of Firm - Strength and stability of the firm; strength, stability, experience and technical competence of sub-consultants; adequacy of labor commitment.	15%
Completeness of Response - Completeness of response in accordance with RFP instructions; logic of project organization	10%
TOTAL	100%

Evaluation and Selection

1. At the time of bid evaluation, each bid will be checked for the presence or absence of required information in conformance with the submission requirements.
2. **4C** will evaluate each bid to determine its responsiveness to the published requirements.
3. A Credit Bureau Report will be conducted on selected bidders prior to contract negotiations.
4. If made, award will be made to responsible and responsive bidder that submits the most advantageous proposal based on cost and services rendered.

Disposition of Bids

Upon bid evaluation, all documents submitted in response to this request will become the property of **4C**.

SECTION 2: RFP PROCESS

2.1 PROCUREMENT SCHEDULE

4C's RFP process will generally adhere to the following procurement schedule. The dates and locations listed below are subject to change. Proposers will be notified of any changes made to the procurement schedule. All times are Eastern Standard Time.

ACTIVITY	DATE	LOCATION*
Request for Proposals Released	Monday, May 5, 2025	4C website, www.4cflorida.org or by email
Last day for submission of Questions to 4C	10:00 AM EST Wednesday, May 7, 2025	3500 W. Colonial Drive Orlando, FL 32808
4C's response to written inquiries from Proposers	1:00 PM EST, Thursday, May 8, 2025	Responses will be sent via email and posted on 4C website, www.4cflorida.org
Sealed Proposals due to 4C	1:00 PM EST Friday, May 9, 2025	3500 W. Colonial Drive Orlando, FL 32808
Initial opening of proposals and review of bid package by 4C Procurement Review Team	2:00 pm EST Monday, May 12, 2025	3500 W. Colonial Drive Orlando, FL 32808
Notice of Award contract	Tuesday, May 13, 2025	www.4cflorida.org
Contract Negotiations and discussion of project timeline start date	Wednesday, May 14, 2025	Awarded Contractor will be contacted by 4C

* Notification of any changes will be made to all interested parties as well as posted at the www.4cflorida.org website.

2.2 CONTACT PERSON

The contact person listed below is the sole point of contact for this **RFP** with the exception of site visits (**see section 2.5**).

Ernesto Martinez, Purchasing/Contracts Coordinator
Community Coordinated Care for Children, Inc. (**4C**)
3500 W. Colonial Drive
Orlando, FL 32808
Phone: (407) 532-4263

2.3 LIMITATIONS ON CONTACTING 4C PERSONNEL

Proposers are prohibited from contacting **4C** personnel or Board members regarding this solicitation other than the contact persons identified in **Section 2.2 and 2.5** of this document. Any violation may result in the disqualification of the Proposer. Please refer to **Section 2.4** for instructions regarding inquiries.

2.4 INQUIRIES

All inquiries requesting clarification regarding this **RFP** must be made in writing to the identified sole point of contact person and received no later than **10:00 AM EST, Wednesday, May 7, 2025.**

INQUIRIES MAY BE SUBMITTED IN PERSON OR VIA CERTIFIED MAIL, FACSIMILE, OR ELECTRONICALLY. It is the responsibility of the Proposer to ensure that facsimiles and electronic information has been received by **4C**.

Written inquiries received no later than **10:00 AM EST, Wednesday, May 7, 2025.** will be provided electronically to all Proposers. The response to written inquiries will be posted on the web site and distributed by email, no later than **1:00 PM EST, Thursday, May 8, 2025**

Information regarding any addenda to the **RFP** or questions resulting in clarifications to the **RFP** will be posted on www.4cflorida.org.

2.5 ACCEPTANCE OF PROPOSALS

A complete Proposal must be received in **4C's** office no later than **1:00 pm, EST, Friday, May 9, 2025** to the following address:

Ernesto Martinez, Purchasing/Contract Coordinator
Community Coordinated Care for Children, Inc. (**4C**)
3500 W. Colonial Drive
Orlando, FL 32808

FACSIMILES OR ELECTRONIC TRANSMISSIONS WILL NOT BE ACCEPTED

The Proposal will be submitted in a sealed package for the purpose of review by **4C's** Procurement Review Team:

- 1) Fatal Criteria;
- 2) Scope Response;
- 3) Proposed contract for removal and/or install for each site;
- 4) Proposed Lease agreement for each site;
- 5) No more than three (3) references;
- 6) Copy of current business license;
- 7) Copy of Certificate of Insurance (General Liability, workers compensation, auto, and any other coverage in effect);
- 8) Completeness of all Required Forms and Timeliness of all Required Submissions, and;
- 9) One Original Proposal and three (3) copies.

(Refer to Section 4 for Instructions on Submission of RFP documents)

Any Proposal submitted shall remain a valid offer for at least 180 days after the Proposal submission date. No changes, modifications or additions to the submitted Proposal will be accepted by or be binding on **4C** after the **May 9, 2025** deadline for submitting Proposals has passed.

THE PROPOSER IS SOLELY RESPONSIBLE FOR ASSURING THAT ANYTHING SENT TO 4C ARRIVES SAFELY AND ON TIME. ANY SUBMISSION TO 4C INQUIRIES REGARDING THE RFP, AND/OR PROPOSALS NOT RECEIVED AT EITHER THE SPECIFIED PLACE AND/OR BY THE SPECIFIED DATE AND TIME WILL BE REJECTED AND RETURNED UNOPENED TO THE PROPOSER BY 4C.

2.6 WITHDRAWAL OF PROPOSAL

A written request for withdrawal, signed by the Proposer, may be considered if received by **4C** prior to the Proposal opening time and date indicated in the Procurement Schedule in **Section 2.1** of this **RFP**.

2.7 NOTICE TO AWARD CONTRACT

Through completion of the Proposal review process described in **Section 6** of this **RFP**, the **4C** Procurement Review Team will review and score Proposals that have met the Fatal Criteria. If a contract is awarded, it will go to the company that can best fulfill our requirements. **4C** may consider negotiations with other proposer(s) in the event **4C** deems it is necessary.

Credit checks will be conducted on qualified proposers at **4C's** discretion.

2.8 PROTEST OR DISPUTES

Any person who is adversely affected by **4C's** decision concerning a procurement solicitation and who wants to protest such decision shall file a protest in compliance with section 120.57(3), Florida Statutes. Failure to file a protest within the time prescribed in

Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any Proposer who desires to file a formal protest to the decision to Award Contract, must submit a bond payable to **Community Coordinated Care for Children, Inc. (4C)** in an amount equal to 1% of the total value of the Proposer's potential contract, which bond shall be conditioned upon the payments of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, **4C** may accept a cashier's check or a money order in the amount of the bond. Failure to file the proper bond at the time of filing the formal protest will result in a denial of the protest.

SECTION 3- CONTRACT PROVISIONS

3.1 TERMS AND CONDITIONS

The final contract terms and conditions will be negotiated with the company that best fulfills the requirements. **4C** may, at its discretion, enter into separate contracts for removal and/or installation of modular units. **4C** may, at its discretion, enter into a contract for the lease services of this **RFP** for the period ending **June 30, 2025** with the option to renew for up to four (4) additional one year renewal options.

SECTION 4: THE PROPOSAL

4.1 GENERAL INSTRUCTIONS

This section sets forth the manner in which the proposal is to be compiled. The Proposal shall be submitted in a **sealed package** as follows:

Package Contents:

- 1) Title Page- Fatal Criteria Checklist (**Appendix A**), Including original and three (3) copies;
- 2) Request for Proposal form (**Appendix B**)- Including original signature and three (3) copies;
- 3) A Cover Letter stating all requested information and forms have been included with proposal, your organization is not on any federal list of debarred or suspended bidders lists and compliance with the Davis Bacon Act will be met.
- 4) Business Narrative
- 5) Response to bid specifications (**ATTACHMENT 1**)
- 6) Three Business References (**Appendix K**)
- 7) Current Business License
- 8) Proof of valid Insurance for entire proposed contract period
- 9) Required Signed Documents and Certifications- (**Appendices C, D, E, F, G, H, I, J**) – Including one set with original signatures.

One (1) original and three (3) complete copies of sealed proposals are required.

Proposers should not submit additional documents such as Annual Reports, Brochures, etc.

Proposers should note that partial responses to proposed services will be deemed non-responsive and will disqualify the Proposer from further consideration.

Bids must be submitted for the performance of all services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.

A bid may be rejected if it is conditional or incomplete, or contains any alterations of forms or other irregularities of any kind. **4C** may reject any or all bids and may waive an immaterial deviation in a bid. **4C** maintains the right to define immaterial deviations.

Before submitting a response to this solicitation, bidders should review, correct any errors, and confirm compliance with all the requirements.

4.2 COST OF PREPARATION OF PROPOSAL

4C is not liable for any costs incurred by a Proposer in responding to this Request for Proposal.

SECTION 5: PROPOSAL REVIEW PROCESS

5.1 OVERVIEW OF THE PROPOSAL REVIEW PROCESS

The 4C Procurement Review Team (**Team**), whose members collectively have experience and knowledge in the procurement of quality goods and services, for which contractual services are sought, will review and score each Proposal submitted in response to this **RFP**, outlined within this section, the **Team** will follow a Proposal review process to score Proposals, and all proposals that are scored will be reviewed for the start of contract negotiations with the highest scoring proposal. If a contract cannot be successfully negotiated within a timeframe set by **4C**, then the second proposal that meets **4C**'s needs will be contacted and the contract negotiations began with that entity.

The Proposal review process will be conducted as follows and in the order listed below:

Step	Process	Scoring
Determination of meeting RFP fatal criteria	The Procurement Review Team will conduct a review of submitted Proposals to determine that specifications as outlined in the RFP have been met.	Points are not awarded for this section. Proposals that do not meet <u>all</u> fatal criteria may be disqualified.

Step	Process	Scoring
Review of scope response of Proposals	The Procurement Review Team will independently review and score the scope response of each Proposal meeting all bid specifications as listed in Attachment 1	Points are awarded for this section.
3. Total Score	The highest scoring Proposal is recommended for Contract Award.	Proposals are ranked by score.

5.2 TOTAL PROPOSAL SCORE

The highest scoring Proposal will be contacted for Contract negotiations and award.

5.3 FINAL DETERMINATION

If a contract is awarded, it will go to the company that can best fulfill our requirements.

ATTACHMENT 1

Removal and Acquisition of Modular Buildings Bid Specifications

The purpose of this Request for Proposal (**RFP**) is to select a licensed and insured **Contractor** in business three (3) years or more to remove, replace and/or install modular units as described below at **4C**'s listed sites located in **Seminole** County and to enter into a lease agreement for installed modular units.

HS Midway – 2255 Rightway Avenue, Sanford, FL 32741

- Site currently has one (2) modular unit
- Located on Seminole County Public School Property
- All work to be coordinated between **Contractor, 4C** and Seminole County Public School Deputy Superintendent of Operations
- Pricing must be provided for:
Installation of new modular unit and proposed lease agreement for new modular unit

HS Altamonte – 525 E. Pineview Street Altamonte Springs, FL 32701

- Site currently has one (1) modular unit
- Located on Seminole County Public School Property
- All work to be coordinated between **Contractor, 4C** and Seminole County Public School Deputy Superintendent of Operations

- Pricing must be provided for:
Installation of new modular unit and proposed lease agreement for new modular unit

HS Lawton – 188 South Lake Jessup Avenue, Oviedo, FL 32765

- Site currently has one (1) modular unit.
- Located on Seminole County Public School Property
- All work to be coordinated between **Contractor, 4C** and Seminole County Public School Deputy Superintendent of Operations
- Pricing must be provided for:
Installation of new modular unit and proposed lease agreement for new modular unit

Proposed Lease Agreement

A lease agreement must be provided with each proposal for each site. First lease term will begin upon satisfactory installation and end with option for renewal. Each additional lease term option will begin on July 1 and end on June 30.

Compliance

Contractor will be responsible for:

- Obtaining all permits or other legal requirements under the performance of this project
- Coordinating all work with **4C**, Seminole County Public School Deputy Superintendent
- Compliance with all regulations required for contractors performing work on Seminole County Public School property
- Compliance with Davis Bacon Act

APPENDICES

Appendix A

TITLE PAGE – FATAL CRITERIA CHECKLIST

AGENCY OR COMPANY NAME: _____

SERVICE COMPONENT: _____

CONTACT PERSON AND TITLE: _____

ADDRESS: _____
 TELEPHONE: _____ FAX: _____ EMAIL: _____

4C STAFF REVIEWING THE FATAL CRITERIA CHECKLIST

Date _____

FATAL CRITERIA CHECKLIST (4C Use only)

1. Was the Proposal received by the time and date specified in the RFP?	YES	NO
2. Original and Three (3) copies of the Proposal?	YES	NO
3. Title Page – Fatal Criteria Checklist completed with all applicable sections (Appendix A)	YES	NO
4. Original signed and dated Request for Proposal form? (Appendix B)	YES	NO
5. Original signed and dated Accept of Contact Terms and Conditions? (Appendix C)	YES	NO
6. Original signed and dated Statement of No Involvement? (Appendix D)	YES	NO
7. Original signed and dated Statement of Assurances? (Appendix E)	YES	NO
8. Original signed and dated Certification Regarding Debarment, Suspension, and other Responsibility Matters Primary Covered Transactions? (Appendix F)	YES	NO
9. Original signed and dated Sworn Statement Pursuant to Section 287.133(3) (A), Florida Statutes on Public Entity Crimes? (Appendix G)	YES	NO
10. Original signed and dated Statement of Non-Discrimination? (Appendix H)	YES	NO
11. Original signed and dated Certification Regarding Lobbying? (Appendix I)	YES	NO
12. Original signed and dated Certification Regarding Drug-Free Workplace? (Appendix J)	YES	NO
13. Bidder's List of References (3 required) (Appendix K)	YES	NO
14. Were all accompanying forms requiring signature signed by a duly authorized officer of the applying organization, and was proof of authorization included, if needed?	YES	NO
DID PROPOSAL MEET ALL FATAL CRITERIA?	YES	NO

Appendix B

Community Coordinated Care for Children, Inc. (4C)

REQUEST FOR PROPOSAL- Acknowledgement

Proposer Name

Proposer Mailing Address

City

State

Zip

Telephone Number
address

Web Page

Email

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 fair and without collusion or fraud. I agree to abide by all 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 Request for Proposals, including but not limited to, certification requirements.

The Proposer offers and agrees that if this Proposal is awarded, the Proposer will convey, sell, assign, or transfer to **Community Coordinated Care for Children, Inc. (4C)** all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by **4C**. At **4C's** discretion, such assignment shall be made and become effective at the time **4C** tenders' final payment to the Proposer.

Date:

Authorized Signature

Printed Name of Authorized Signer and Title

Appendix C

ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

If _____ should be awarded this Contract, it will comply with all the terms and conditions specified in the **RFP** and contained in Contract.

Signature of Authorized Official

Date

Name (Print)

Title (Print)

*An authorized official is an officer of the Proposer's organization who has legal authority to bind the Proposer to the provisions of the Proposal. 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 President, Chairman, Executive Director, or owner.

Appendix D

STATEMENT OF NO INVOLVEMENT

I, _____, as an authorized representative of _____, certify that no member of this firm or any person having interest in this firm has been awarded a Contract by **Community Coordinated Care for Children, Inc. (4C)** on a noncompetitive basis to:

- 1) Develop this Request for Proposal
- 2) Perform a feasibility study concerning the scope of work contained in this **RFP**; or
- 3) Develop a program similar to what is contained in this **RFP**.

Signature of Authorized Representative

Date

Appendix E

STATEMENT OF ASSURANCES

The Proposer assures the following itemized requirements and conditions will be met:

- 1) The Proposer has the ability to provide directly, or through sub-contract, all products/services described in this **RFP** and resulting Contract.
- 2) The Proposer will accept accountability for meeting the performance standards established by the **4C** and as may be required by the State and Federal government related to the products/services described in this **RFP**.
- 3) The Proposer assures the establishment of sufficient working capital to meet and to maintain product order volume.
- 4) The Proposer assures that there are no continuing or frequently recurring conflicts between the Proposer's private interests and the performance of the Proposer's duties in the public interest.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Witness

Date

Appendix F

CERTIFICATION REGARDING

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

PRIMARY COVERED TRANSACTIONS

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).

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

Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three (3) year period preceding this Contract 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.

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.

Have not within a three (3) year period preceding Proposal had one or more public transactions (Federal, State, local) terminated for cause or default.

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

Signature of Authorized Representative

Date

Name and Title of Authorized Representative

Appendix G

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

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

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

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state and federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or Contract for goods and services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
3. I understand the “convicted” or “conviction” as defined in Paragraph 287.133(l) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(l) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity who has been convicted of a public entity crime. The term “affiliate” 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 join venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods and services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate or the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity 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 IN 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.

Date: _____

Signature of Authorized Representative

Sworn to and subscribed before me this _____ day of _____ 20____.

Personally known____or produced identification _____

Name of Notary: _____

Notary Public Signature: _____

State of _____

My commission expires: _____

(Printed typed or stamped Commissioned name of notary public)

Appendix H

STATEMENT OF NON-DISCRIMINATION

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.

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Appendix I

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 shall require that the language of this certification be included in the award documents for all* sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all* sub recipients shall certify and disclose accordingly.

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

Signature

Date

Printed Name and Title of Authorized Representative

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

Appendix J

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 Contractor, attest and certify that the Contractor 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 Contractor'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:
 - The dangers of drug abuse in the workplace.
 - The policy of maintaining a drug-free workplace.
 - Any available drug counseling, rehabilitation and employee assistance programs.
 - 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.
 - 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 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 1, 2, 3, 4, 5, and 6.
- 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.

Signature of Authorized Representative

Date

Typed Name and Title of Authorized Representative

Appendix K

BIDDER REFERENCES

List below at least three (3) references for services performed within the last five years, which are similar to the Scope of Work to be performed in this Request for Proposals (RFP).

Reference #1

Name of Firm:
Street Address:
City:
State:
Zip Code:
Contact Person:
Telephone Number:

Reference #2

Name of Firm:
Street Address:
City:
State:
Zip Code:
Contact Person:
Telephone Number:

Reference #3

Name of Firm:
Street Address:
City:
State:
Zip Code:
Contact Person:
Telephone Number:

Appendix L

AUDIT REQUIREMENTS

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 **4C** in effect during the audit period. Compliance findings related to contracts with **4C** 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 **4C** shall be fully disclosed in the report with reference to **4C** 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 \$300,000 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 **4C**, 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 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 **4C** in effect during the audit period. Compliance findings related to Contracts with **4C** 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 **4C** shall be fully disclosed in the audit report with reference to the specific Contract involved.

PART III: SUBMISSION OF REPORTS

For any of the above requirements, copies of the audit report and any management letter by the independent auditors shall be submitted within 180 days after the end of the Contractor's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following, unless otherwise required by Florida Statutes:

A. Purchasing/Contracts Specialist of **4C**.

B. Copies of reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Contract shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Auditing Clearinghouse), at the following address:

Federal Audit Clearinghouse Bureau of the Census
1201 East 10th Street
Jefferson, IN 47132

and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

PART IV: RECORD RETENTION

The Contractor shall ensure that audit working papers are made available to **4C**, or its designee, upon request for a period of five years from the date the audit report is issued, unless extended in writing by **4C**.