



Public Legal Notice

ADVERTISEMENT

REQUEST FOR PROPOSAL # ELCMDM2009-001 FOR PRINTING SERVICES

Early Learning Coalition of Miami-Dade/Monroe, Inc. request written proposals for Printing Services. The Coalition will select a single or multiple Proposers to provide services as described within the RFP.

Important Dates:

Notice of Intent: Wednesday, January 14, 2009, by 5:00pm
Early Learning Coalition of Miami-Dade/Monroe
2555 Ponce de Leon Blvd., Suite 500
Coral Gables, FL 33134
Maria Valdez
Phone: (305) 646-7220 ext. 294
E-mail: mvaldez@elcmdm.org

Written Inquiries: Thursday, January 15, 2009, by 5:00pm

Response to Inquires: Monday, January 16, 2009, by 5:00 p.m.

Responses will be posted to website: <http://www.elcmdm.org/Procurements/rfp.asp> and e-mailed to respondents who submit a notice of intent.

Proposal Deadline: Friday, January 28, 2009, by 12pm



EARLY LEARNING COALITION OF MIAMI-DADE/MONROE, INC.

REQUEST FOR PROPOSAL #ELCMDM2009-001

for

PRINTING SERVICES

ISSUED January 7, 2009

DEADLINE FOR RECEIPT OF RESPONSES

January 28, 2009 @ 12:00 P.M. EST

Submit Responses to:

Maria Valdez
Contract Manager
Early Learning Coalition of Miami-Dade/Monroe County Inc.
2555 Ponce de Leon Blvd., Suite 500
Coral Gables, FL 33134

SECTION 1: GENERAL INFORMATION

1.1 Background

The Early Learning Coalition of Miami-Dade/Monroe is a 501(c) (3), not-for-profit, formed to establish and improve early education programs for the more than 160,000 children birth through age five in Miami-Dade and Monroe Counties.

In 1999, the Legislature enacted the School Readiness Act (s. 411.01, Florida Statutes (FS)), which consolidated the state's early childhood education and child care programs into one integrated program of school readiness services. The Act directed that school readiness programs would be administered by school readiness coalitions (now known as the Early Learning Coalitions) at the county or multi-county level. The Coalition is coordinated by the State of Florida's Office of Early Learning, a department of the Agency for Workforce Innovation, and is one of 31 Coalitions in the state.

The Coalition plans and implements the coordination of school readiness services throughout Miami-Dade and Monroe counties. The Coalition's goal is to improve the quality of services administered by early education and child care providers that care for children under the age of five. The Coalition also works to raise awareness of the importance of quality early education and directs resources to income-eligible parents.

1.2 Statement of Purpose

The purpose of this Request for Proposal (hereinafter referred to as "RFP") by the Early Learning Coalition of Miami-Dade/Monroe County, Inc., (hereinafter referred to as "Coalition"), is to issue a contract(s) for **Printing Services, with a not-to-exceed amount of \$50,000.00**. Through the RFP, the Coalition will select a single Proposer to provide the services described herein.

It is the proposer's responsibility to examine the RFP, 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 Chapter 287.057, FS. Contract(s) resulting from this solicitation are anticipated to commence **February 15, 2009** and end on **June 30, 2009** and will be awarded through written notice to the qualified and responsive proposer(s) who(se) proposal is determined to be most advantageous to the Coalition, taking into consideration price, quality, and other criteria.

1.3 Definitions

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).

Coalition: The Early Learning Coalition of Miami-Dade/Monroe County, Inc.

Contract: An agreement between the Coalition and the Contractor for the procurement of services (A formal Contract consist of the core Contract, Appendix A, plus all attachment(s) and/or exhibits).

Contractor: The entity providing services under the Contract.

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).

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

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

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

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

Proposer: A prospective entity that responds to this RFP.

SECTION 2: RFP PROCESS

2.1 Point of Contact

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

Maria Valdez
Contract Manager
Early Learning Coalition of Miami-Dade/Monroe County, Inc.
2555 Ponce de Leon Blvd., Suite 500
Coral Gables, FL 33134
Email: mvaldez@elcmdm.org
Phone: 305-646-7220 Ext. 294

2.2 Proposer Disqualification

An entity or affiliate who has been placed on a discriminatory vendor list pursuant to Section 287.137, FS is disqualified from submitting a Proposal.

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

- a) 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 ,
- b) Had a Contract terminated by the Coalition, by any other State agency, or by any Children's Services Council for cause

2.3 Cone of Silence

All parties to this solicitation are bound by the "Cone of Silence" surrounding solicitations and prohibitions against ex parte communication. These policies prohibit communications regarding this solicitation between a current or potential contractor and any Coalition board

member, Coalition staff, or any other person serving as a proposal evaluation committee member during this procurement process. Respondents directly contacting Board members, staff, or proposal evaluation committee members risk disqualification of their response from consideration.

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APPLICATION TIMETABLE / IMPORTANT DATES *

ACTIVITY	DATE	TIME	ADDRESS
Printing Services Request for Proposals Advertised	January 7, 2009	N/A	Notice of RFP posted on the AWI and ELC websites.
Notice of Intent to Submit Application to be received	No later than: January 14, 2009	5:00 PM	Early Learning Coalition Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Floor Five Coral Gables, FL. 33134
All written inquiries to be received	January 15, 2009	5:00 PM	Early Learning Coalition Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Floor Five Coral Gables, FL. 33134
Coalition's response to inquiries	January 16, 2009	5:00 PM	Responses to Inquiries posted on ELC website.
Sealed Applications must be received	January 28, 2009	12:00 PM	Early Learning Coalition Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Floor Five Coral Gables, FL. 33134
Initial opening of Applications	January 29, 2009	9:00 AM	Early Learning Coalition Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Floor Five Coral Gables, FL. 33134
Meeting of the Evaluation Committee	TBA	TBA	Early Learning Coalition Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Floor Five Coral Gables, FL. 33134
Coalition Board Committee review and approval of Evaluation Committee recommendations	TBA	TBA	Coalition Board of Directors Meeting Early Learning Coalition Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Floor Five Coral Gables, FL. 33134
Posting of Notice of Award	February 2, 2009 through February 6, 2009	N/A	Contract Award posted on ELC website.
Initiation of Contract Negotiations	TBA	TBA	TBA
Effective Date of Contract	February 15, 2009	N/A	N/A

** These dates subject to change based on the need of additional information or evaluation.*

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The Deadline to Submit a Proposal is:
January 28, 2009 by 12 p.m.
Eastern Standard Time
Coalition's Clock
All responses should be marked:
"RFP # ELCMDM2009-001
"PRINTING SERVICES"

2.4 Notice of Intent to Submit a Proposal

Proposers are requested to submit a Notice of Intent to Submit a Proposal Form (Exhibit 1) bearing the original signature of an authorized agent of Proposer no later than **January 14, 2009, at 5:00 p.m. (EST)** to the person listed in Section 2.1 above. **Submission of Notice of Intent by email and/or Facsimile will not be accepted.** The purpose of the Notice of Intent is to provide the Coalition with the proper address and contact person for each Proposer so that any notices of action or changes can be forwarded appropriately. **Failure to submit a Notice of Intent by the deadline will result in no further notices about this RFP being sent.**

2.5 Proposer's Conference and Questions

There will be no Proposer's conference. Questions must be forwarded in writing, to Maria Valdez or email to mvaldez@elcndm.org on or before 5:00 p.m. (EST) **January 15, 2009** to ensure that sufficient analysis can be made before answers are supplied. Written response to questions will be posted on Coalition's website at www.elcndm.org and only sent to those Proposers submitting a written Notice of Intent via mail services. Copies of responses to all inquiries which require clarifications will be made available by 5:00 p.m. via the internet on **January 16, 2009.**

2.6 Acceptance/Rejection of Proposals and Waiver of Minor Irregularities

The Coalition reserves the right to reject any and all Proposals received pursuant to the RFP, if the Coalition determines such action is in the best interest of the Coalition. The Coalition reserves the right to reject all Proposals or to waive minor irregularities in submitted responses when to do so would be in the best interest of the Coalition. A minor irregularity is defined as a variation from the RFP terms and conditions that does not affect the price of the Proposal or does not give the Proposer an advantage or benefit not enjoyed by other Proposer, or does not adversely impact the interest of the Coalition.

2.7 Notice of Contract Award

The Contract shall be awarded to the responsible and responsive Proposer whose Proposal is determined in writing to be the most advantageous to the Coalition, taking into consideration price and technical merits.

2.8 Protests and Disputes

Any person who is adversely affected by the Coalition's decision concerning a procurement solicitation or contract award and who wants to protest such decision shall file a protest in compliance with Section 120.53(3), FS. Failure to file a protest within the time prescribed in Section 120.57(3), FS, 72 hours, shall constitute a waiver of proceedings under Chapter 120, FS.

Any proposer who desires to file a formal protest to this RFP, must accompany that protest with a bond payable to the Coalition in an amount of \$5,000. Bond shall be conditioned upon the payments of all costs which may be adjusted against the proposer in the administrative hearing in which the action is brought and in any subsequent appellate court proceedings. In lieu of a bond, the Coalition may accept a cashier's check or a money order in the amount of the bond. Failure to file the proper bond at the time of filing the formal protest will result in a denial of the protest.

a) Issues Subject to Appeal

Proposers affected by the denial, determination of eligibility, or ineligibility for contract award by the Coalition with respect to any federal or state funded program or activity may appeal if the action or decision of the Coalition is alleged by the Proposer to be:

1. in violation of applicable federal or state law;
2. based upon an error of material and relevant fact(s); and/or
3. invalid because of an alleged denial of procedural due process.

b) No appeal shall be permitted if:

1. The Proposer agrees that the procurement process was fair;
2. The Proposer's score was acceptable for funding but budget limitations, due to program allocations or the availability of funds, prevented the proposal from being funded;
3. No error of material and relevant fact occurred, but the Proposer does not agree that the proposed services failed to satisfy the technical requirements of the competitive procurement process; and/or
4. The Proposer was awarded funding, but the Proposer does not agree with the amount awarded.

A protest must be submitted to the President/CEO in writing within 72 hours of the Notification of Intent to Award. The protest must fully identify facts resulting in the contested issues. The protest will be responded to within five (5) business days. A protester whose complaint was denied by the President/CEO has the right to appeal that decision within five (5) business days to a certified mediator appointed by the Florida Conflict Resolution Consortium. An appointed mediator's decision may be appealed to the Board within five (5) calendar days of the mediator's determination. The Board will either, review and render its final decision within ten (10) business days after the postmarked date of the protester's appeal to the board, or the Board will grant its chairperson authority to appoint an ad hoc committee comprised of three voting members to review and render a final decision on behalf of the full Board.

2.9 Evaluation Process

The Coalition shall conduct a comprehensive review of the responses to the solicitation by convening a proposal evaluation committee. The composition of the evaluation committee will depend on the total potential dollar value of the award and whether it is programmatic or administrative as determined by the Board Finance Committee. Responses will be evaluated

using the RFP Evaluation Form which has two sections, Initial Screening and Qualitative Evaluation Criteria. The initial screening consists of a series of pass or fail questions that ensure respondents meet certain compliance items. Responses that are incomplete or do not satisfactorily address each and every requirement may be disqualified (See Exhibit 3). The second portion, Qualitative Evaluation Criteria, is based on RFP Section 3, Minimum Programmatic Requirements and assigns a maximum point value to a series of questions that ensure the respondents have satisfactorily addressed each and all requirements. A Proposer may include additional information and such information may or may not be considered by the Coalition during the evaluation process. If the respondent includes additional information, such additional information shall accompany the requirement to which it applies or which it illustrates. Proposers are requested to be concise, yet complete in their responses.

The evaluation process is designed to assess the Proposer’s ability to meet the Coalition requirements and to identify those Proposers likely to satisfy those requirements. The evaluation process will be conducted in a thorough and impartial manner at a proposal evaluation committee meeting held according to section 286, FS. Proposers are advised to periodically check the Coalition website calendar www.elcmdm.org for the scheduled date, time, and location of this session, should changes occur.

Subsequent to the end of the evaluation process, the proposal evaluation committee expects to rate Proposers, who in their judgment, best meet the needs and requirements of the Coalition. While price is an important factor in selecting Proposer(s) for an award, other factors in the competitive process will be considered and may take precedence over price. Those factors may include: quality of service offered, operating characteristics, technical innovations, administrative capability, previous experience in providing the same or similar services, and the ability to achieve the deliverables as specified in Section 3. The Coalition’s Board of Directors, in its sole discretion, may elect not to award a contract to any Proposer under this solicitation. Proposer(s) may be selected for further evaluation in the context of an oral presentation, in-person interview, conference calls, or a combination of the foregoing. References may be checked and background checks may be performed to verify information submitted in the proposals.

The factors shown in the table will be considered in scoring the quality of the written responses and it is in the Respondent’s best interest to address these factors in their response.

Scoring Factors	Points
1. Does the proposer provide the lowest price for the listed items?	50
2. Does the proposer provide an estimated delivery time of the item to the Coalition and does this time seem reasonable?	20
3. Can the proposer provide printing services for all items listed within the table?	20
4. Does the proposer provide any additional items and/or discounts for each print job?	10

SECTION 3: MINIMUM PROGRAMMATIC REQUIREMENTS

3.1 General Statement of Services to be Provided

Purpose

The Early Learning Coalition of Miami-Dade/Monroe is issuing this RFP for Printing Services. In an effort towards continuous quality improvement in the delivery of services, the Coalition is seeking a vendor that will assist in the Coalition’s printing needs for our School Readiness and Voluntary Pre-kindergarten programs, as well as printing requests for various Coalition staff needs.

3.2 Specifications

The following table provides a list inclusive of all the materials presently printed by the Coalition, but does not exclude the possibility of additional printing requested in the future. Within a **maximum of two (2) pages**, the Coalition requests that each proposer provide a brief narrative about the company’s experience in printing services and list of past clients. Each proposer must provide a response to the items listed within the table, including best price offered and estimated delivery time of item to the Coalition. Also, each proposer must indicate if any additional discounts and/or items can be provided with each print job. Each item listed will require the Coalition’s logo to be printed on the respective item.

Following the table, the Coalition has provided a graphic of the company’s logo.

Printing Items	Quantity	Proposer Price	Estimated Delivery Time of Item to Coalition
Note Pads for Trainings with Coalition logo	Not to exceed 10,000		
Coalition Fact Sheet			
Coalition Brochures			
Coalition Letterhead			
Coalition Miami-Dade and Monroe Square Flap Envelopes			
Coalition Business cards			
Coalition Note Card envelopes			
Coalition Note Cards			
9X12 envelopes			
Coalition Thank you cards			
Pocket folders			
Palm Cards			
Coalition Pencils for trainings			
Coalition Media Kits			
Coalition Portfolios			
Coalition Wrapping Paper			
Coalition Brand Identity Kit			



SECTION 4: INVOICING AND PAYMENT OF INVOICES

The Contract resulting from this RFP will be a **Fixed price Agreement**.

The Contractor must submit a Coalition approved invoice form to the Coalition for services rendered. The Coalition must approve the invoice format and requirements for supporting documentation.

Timing of payment of invoices by the Coalition to the Contractor and similar issues regarding payment is governed by section 215.422, FS.

SECTION 5: CONTRACT PROVISIONS

A draft of the Early Learning Coalition's Core Contract, **Appendix C**, contains additional Contract terms and conditions that will be required of the Contractor.

SECTION 6: INSTRUCTIONS TO VENDORS

6.1 Response Content

A completed Proposal consists of the following:

1. Title Page containing the following:
 - a) Early Learning Coalition of Miami-Dade/Monroe, Inc.
 - b) Title of RFP For Printing Services
 - c) Request for Proposal Number ELCMDM2009-001
 - d) Proposer's Name
2. Proposal Responses
3. Proposed Rate Schedules and Budget
4. Required Statements and Certifications
 - a) Request for Acceptance of Contract Terms and Conditions Form (Exhibit 2)
 - b) Request for Proposal Acknowledgement Form (Exhibit 4)
 - c) Request for NON-COLLUSIVE AFFIDAVIT Form (Exhibit 5)
 - d) Request for STATEMENT OF NO INVOLVEMENT Form (EXHIBIT 6)
 - e) Request for CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTION Form (EXHIBIT 7)
 - f) Request for SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES Form (EXHIBIT 8)
 - g) Request for NON- DISCRIMINATION STATEMENT Form (EXHIBIT 9)
 - h) Request for CERTIFICATION REGARDING LOBBYING Form (EXHIBIT 10)
 - i) Request for CERTIFICATION REGARDING DRUG-FREE WORKPLACE Form (EXHIBIT 11)

- j) Request for REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM (EXHIBIT 12)
- k) Request for NON-COLLUSIVE AFFIDAVIT Form (EXHIBIT 13)
- l) Request for FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS (EXHIBIT 14)

6.2 Format

Respondent(s) shall submit to the Coalition an original and six (6) copies of the response in a sealed envelope or container, as well as an electronic copy of the response submitted on a compact disk as PDF Files viewable in Adobe Acrobat Reader. Each original and copy of the application and supporting documents should have the name of the agency, the program name, and the designation "original" or "copy" clearly marked on each outside cover. The originals and all copies should then be securely sealed in an envelope or other container and clearly labeled "**Application for Printing Services,**" with the individual program name and submitting agency on the front.

To be considered for evaluation, a respondent's response must conform to the content and format requirements described herein. Responses must be double-spaced, in twelve (12) point font type on 8.5x11 white paper, with tabbed sections and in sealed envelopes. All supporting documentation or exhibits shall be bound separately and clearly referenced.

All sections, including Application, forms, and supporting documentation must have consecutive page numbers, beginning with the Application Cover Sheet as page 1. Include a standard Table of Contents in the application form, adding the appropriate page numbers for each section. Page numbering may be done by hand if needed. All response material must be placed in the order outlined. All supporting documents must directly relate to the Application being submitted.

The original response must contain original signatures in blue ink on the required forms. The original signature must be of the designated agent officially authorized to act as the contractual agent for the organization or collaborative partnership.

6.3 Submission

Proposals must be received by the Early Coalition of Miami-Dade/Monroe Inc., 2555 Ponce de Leon Blvd., Suite 500, Coral Gables, FL 33134, **on or before 12:00 p.m., January 28, 2009**. A Proposer that submits a Proposal by mail should allow sufficient mail handling time to ensure timely delivery of the Proposal to the Coalition office.

PROPOSALS RECEIVED AFTER THE SUBMISSION DEADLINE SHALL NOT BE CONSIDERED. SUBMISSIONS BY EMAIL OR FACSIMILE WILL NOT BE ACCEPTED. NO CHANGES, MODIFICATIONS, OR ADDITIONS TO THE PROPOSALS SUBMITTED WILL BE ACCEPTED BY THE COALITION AFTER THE SUBMISSION DEADLINE HAS PASSED.

6.4 Early Learning Coalition of Miami-Dade/Monroe Inc., Request for Proposal Acknowledgement Form

The Early Learning Coalition of Miami-Dade/Monroe, Inc., Request for Proposal Acknowledgement Form (Exhibit 12), must be signed and returned to the contact person listed in Section 2.1 with the Proposal Request for Proposal Acknowledgement Form as page 1 of the Proposal.

Early Learning Coalition of Miami-Dade/Monroe, Inc.
RFP#ELCMDM2009-001
Due Date - January 28, 2009, 12pm.

6.5 Response to Need and Purpose

Provide a narrative, **as stated within Section 3.2**, which evidences your understanding of the need for, and purpose of, the services as presented in this RFP.

6.6 Proposed Budget

The Proposal must include a budget / costs for the services with sufficient detail to allow proper evaluation.

6.7 Acceptance of Contract Terms and Conditions

The proposal must include a signed statement (Exhibit 2), in response to the RFP, indicating acceptance of the terms and conditions governing the provision of the services as specified in the RFP and contained in the resulting contract.

6.8 Statement of No Involvement

The Proposal must include a signed statement indicating that neither the Proposer nor any person with an interest in the firm had a noncompetitive Contract involving any of the preliminary work such as preparing the RFP. The Statement of No Involvement form may be found in Exhibit 6.

6.9 Certification Regarding Debarment

The Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion in Exhibit 7 must be included in the proposal.

6.10 State of Florida Public Entity Crime

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

Any bid or proposal received from a person or affiliate who has been placed on the convicted vendor list shall be rejected by the Coalition as an unresponsive bid or proposal and shall not be further evaluated. Respondents must complete and submit Exhibit 8, SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.

6.11 Trade Secrets

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

6.12 Cost of Preparation of Proposal

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

6.13 Other Required Information

The Coalition shall consider the employment of any Proposer of unauthorized aliens a violation of section 274A(e) of the Immigration and Naturalization Act. Such violation shall cause for rejection of the Proposal, or if subsequently discovered, for unilateral cancellation of the Contract.

(The remainder of this page left intentionally blank)

EXHIBIT 1

NOTICE OF INTENT TO SUBMIT A PROPOSAL

Name of Company

Contact Person & Title

Address

Telephone: _____

Fax: _____

Email: _____

EXHIBIT 2

ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

If the undersigned shall be awarded this contract, we shall comply with all the terms and conditions specified in the RFP.

Signature of Authorized Official

Date

Name (Print)

Date

Name of Company

*An authorized official is an officer of the Company who has the legal authority to bind the Company to the provisions of this Request for Proposal. This usually is the President, Chairman or the Board, Executive Director, or owner of the entity. A document establishing delegated authority shall be included with the proposal if signed by someone other than the President, Chairman, Executive Director, or owner.

EXHIBIT 3
Evaluation Committee
Initial Screening of Fatal Flaws and Qualitative Evaluation Criteria

1. Was the response received by the date and time specified in the solicitation?
 Pass (Yes) Fail (No)
2. Does the response provide the vendor's federal tax identification number?
 Pass (Yes) Fail (No)
3. Does the response contain a signed and dated Statement of No Involvement Form?
 Pass (Yes) Fail (No)
4. Does the response contain a signed and dated Acceptance of Contract Terms and Conditions?
 Pass (Yes) Fail (No)
5. Does the response contain a signed and dated Certification Regarding Debarment, Suspension, and other Responsibility Matters Primary Covered Transaction?
 Pass (Yes) Fail (No)
6. Does the response contain a signed Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statute, on public entity crimes?
 Pass (Yes) Fail (No)
7. Does the response contain a signed and dated Non-Discrimination Statement?
 Pass (Yes) Fail (No)
8. Does the response contain a signed and dated Certification Regarding Lobbying?
 Pass (Yes) Fail (No)
9. Does the response contain a signed and dated Certification Regarding Drug-Free Workplace?
 Pass (Yes) Fail (No)

Evaluation Committee
Qualitative Evaluation Criteria

Scoring Reponses: Each evaluator is to assign a raw score for each evaluation criteria based upon his/her assessment of the response. The assignment of any individual score should be based upon the following description for each point score.

Scoring Reponses: Each evaluator is to assign a raw score for each evaluation criteria based upon his/her assessment of the solicitation response. The assignment of any individual score should be based upon the maximum points allowed for each individual question.

Scoring Factors

1. Does the proposer provide the lowest price for the listed items? **Maximum - 50 Points.**
Evaluator Comments: _____

_____ Score: _____

2. Does the proposer provide an estimated delivery time of the item to the Coalition and does this time seem reasonable? **Maximum - 20 Points.**
Evaluator Comments: _____

_____ Score: _____

3. Can the proposer provide printing services for all items listed within the table?
Maximum - 20 Points.
Evaluator Comments: _____

_____ Score: _____

4. Does the proposer provide any additional items and/or discounts for each print job?
Maximum - 10 Points.
Evaluator Comments: _____

_____ Score: _____

EXHIBIT 4
REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM

Proposer Name

Proposer Mailing Address

City

State

Zip Code

Point of Contact

Title

Telephone Number

Fax Number

Email Address

Website Address

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 I am authorized to sign this response and that the offer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements.

Typed Name and Title

Signature

Date

EXHIBIT 5

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of _____

_____ being first duly sworn deposes and says that:

He/she is the (Owner, Partner, Officer, Representative or Agent) of the proposer that has submitted the attached Proposal;

He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

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 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, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

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.

State of Florida

County of _____

On this the ____ day of _____, 20__, before me, the undersigned Notary Public of the State of Florida, personally appeared _____Name 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.

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 type of stamp

EXHIBIT 6

STATEMENT OF NO INVOLVEMENT

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

Awarded a contract by the Early Learning Coalition of Miami-Dade/Monroe, Inc., on a noncompetitive basis to perform a feasibility study concerning the scope of work contained in this solicitation, or participated in drafting this solicitation.

Typed Name of Authorized Official: _____

Title of Authorized Official: _____

Signature of Authorized Official _____

Date Signed: _____

EXHIBIT 7

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, Participant's 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 the 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 indicated for, or otherwise criminally or civilly changed 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 an explanation to this Proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Company

EXHIBIT 8

**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, 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 or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understanding the “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statues, means a finding of guilt or a conviction public entity crime, with or without an adjudication of guilt, in any federal or state trial court of recording relating to charges brought by indictment or information after July 1, 1989, as result of 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 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 fair market value in 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 the United States with the legal power to enter into a binding Contract and which bids or applied 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 terms “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 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 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 charges 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 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 INFOR A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

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 of stamped

EXHIBIT 9

NON- 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 other 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 programs 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 residents aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

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

Name and Title of Authorized Representative

Signature

Date

Name of Company

EXHIBIT 11

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 of 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 problem.
- 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 of 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 action, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is no 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 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 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 address 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 address, city, 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 workplace.

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.

Typed Name and Title

Signature

Date

EXHIBIT 12
REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM

Proposer Name

Proposer Mailing Address

City

State

Zip Code

Point of Contact

Title

Telephone Number

Fax Number

Email Address

Website Address

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 I am authorized to sign this response and that the offer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements.

Typed Name and Title

Signature

Date

EXHIBIT 13

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of _____

_____ 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 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, 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.

State of Florida

County of _____

On this the ____ day of _____, 2008, before me, the undersigned Notary Public of the State of Florida, personally appeared _____ Name 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.

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

EXHIBIT 14

FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

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 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 the recipient expends \$500,000 or more in Federal awards during 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 during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families. 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 above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2)(1), Florida Statutes.

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor, the Chief Financial Officer and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

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 financial reporting package as defined by Section

215.97(2)(d), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

APPENDIX A
APPLICATION COVER SHEET

Early Learning Coalition Miami-Dade/Monroe Application Form
RFP #ELCMDM2009-001
Printing Services

Agency Name: _____
Agency Unit (if applicable): _____
Street Address: _____
City: _____ State: _____ Zip Code: _____
Mailing Address (if different): _____
City: _____ State: _____ Zip Code: _____
Agency Telephone: _____ Fax Number: _____
Agency Email Address: _____ Website Address: _____
Type of Applicant: _____ Private, Not-for-Profit Corporation _____ Private, For-Profit Corporation
_____ Public/Government _____ Other (specify): _____
Federal I.D. #: _____ Date Agency Established (mo/yr): _____
Current Annual Agency Budget: \$ _____ Fiscal Year End (month): _____
Program/Service Name: _____

Total Amount Requested
(sum of budget requests for all Areas shown in this Application):

Name/Position of Person Completing Application: _____

Email Address: _____ Phone: _____

Executive Director/CEO: _____ Phone: _____
Email: _____ Fax: _____

Chief Financial Officer (If Applicable): _____ Phone: _____
Email: _____ Fax: _____

Board President
(If Applicable): _____
Title: _____ **Company** _____
: _____
Mailing
Address: _____
City: _____ **State:** _____ **Zip Code:** _____
Telephone: _____ **Fax Number:** _____
Email Address: _____

Contact Person Responsible for
Program/Service: _____
Title _____ **Email**
: _____ **Address:** _____
Program/Service
Address: _____
City: _____ **State:** _____ **Zip Code:** _____
Telephone: _____ **Fax Number:** _____
Public Relations Contact: _____ **Phone:** _____
Email: _____ **Fax Number:** _____

Applicant
is: (mark
one) _____ **an Existing ELCMDM-funded Provider**
_____ **a New Provider (not previously funded by ELCMDM)**

APPENDIX B
Sample Services Contract

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement"), dated as of XX, 2009 ("Effective Date"), is entered into between **EARLY LEARNING COALITION OF MIAMI-DADE/MONROE, INC.**, a Florida Not-for-Profit corporation ("Coalition") and **XXX** ("Consultant"). The Coalition and the Consultant are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

1. **Work.** The Contractor agrees to provide **Printing Services** and more specifically the Consultant shall perform work for the Coalition as described in **Attachment 1**, attached hereto, and made a part hereof ("Work"). **Attachment 1** shall be amended from time to time to reflect changes in the Work ("Changes"). Such Changes shall be incorporated into this Agreement and become part hereof as if initially attached to this Agreement. To the extent that Changes would not require a material increase in the amount of time required to perform the Work or require Consultant to retain additional personnel, Coalition shall make Changes without the Consultant's prior consent. All other Changes shall require the prior written consent of the Parties.
2. **Term.** The term of this Agreement shall commence effective XXX 2009 or on the date on which the Contract has been signed by the last party required to sign it, whichever is later, and shall terminate on XXXX 2009 (the "Initial Term"), unless sooner terminated or extended in accordance with the terms of this Section. Coalition shall extend the Initial Term for one or more additional months (each an "Extension Term") upon fifteen (15) days written notice prior to the expiration of the Initial Term or from any Extension Term ("Initial Term" and "Extension Term" are collectively referred to as a "Term"). Coalition may terminate this Agreement at any time with or without cause, including for convenience, immediately upon written notice to the Consultant. Consultant may terminate this Agreement with or without cause, including for convenience, upon one (1) week's prior written notice to Coalition. Upon termination, Coalition shall have no further liability to Consultant except for payment of Work performed by Consultant prior to termination.
3. **Consultant Fees and Payment.** Fees (the "Fees") to Consultant for the Work shall be charged as stated in **Attachment 1**. Subject to the availability of funding, the Coalition shall reimburse Consultant for allowable expenditures incurred pursuant to the terms of this Agreement. Expenditures under this Agreement shall not exceed **XXXXXX**. The Consultant shall submit invoices within **ten (10) days** following the end of each calendar month. Each invoice shall be accompanied by supporting documentation in a form reasonably satisfactory to Coalition including, without limitation, a description of the tasks performed and receipts. A Sample Invoice is attached as **Attachment 2**. When making cost-reimbursable expenditures the Consultant may use the tax exempt certificate included as **Attachment 3**. Consultant shall submit complete W-9 form included as **Attachment 4**.
4. **Indemnification.** Consultant hereby agrees to indemnify and hold the Coalition and its officers, directors, agents, employees, successors and assigns harmless from and against any and all liabilities, losses, damages, causes of action or injuries, together with costs and expenses, including attorneys' fees and costs, arising out of or in connection with Consultant's negligent, intentional, reckless, malicious or willful misconduct or Consultant's failure to faithfully perform his duties under the Work or terms of this Agreement.

The terms of this Section 4 shall survive the expiration or termination of this Agreement.

5. **Independent Contractor Status.** Consultant is an independent contractor in relation to Coalition. Nothing contained in this Agreement shall be deemed to create an employment, association, partnership, joint venture, agency or any other type of relationship between Consultant and Coalition. Consultant shall not be deemed to be an employee of Coalition for purposes of unemployment insurance, vacations, disability, overtime, holidays, insurance, pensions or savings plans, workers' compensation or any other types of rights or benefits or otherwise. Consultant shall be responsible for timely payment of all withholding for Federal, State or local income taxes. Coalition shall not be responsible for withholding or for payment of any FICA, FUTA, or other similar charges with respect to the Consultant, and Consultant agrees to pay all self-employment and other taxes required by law. The Consultant agrees and hereby indemnifies and holds Coalition harmless from and against any and all losses, costs, and expenses, including attorneys' fees and expenses, that Coalition may suffer due to claims by the Internal Revenue Service or any other governmental entity that Coalition was required to withhold certain sums from payments made to the Consultant. Within seven (7) calendar days after written demand by Coalition, Consultant agrees to provide Coalition with proof that such payments have been made. The foregoing indemnification shall survive the expiration or termination of this Agreement.
6. **Audit.** Consultant shall maintain accurate books and records reflecting receipts and expenditures with respect to the Work ("Records"). Consultant shall, upon two (2) days notice from Coalition, permit reasonable inspection during business hours by an authorized representative of Coalition of the Records regarding the Work. Coalition shall have the right, at its own expense, to copy such records. The terms of this Section 6 shall survive for two (2) years after termination or expiration of this Agreement.
7. **Work Product.** Any and all original works of authorship, developments, concepts, programs, software programs, designs, documents, systems, information, inventions, discoveries, or any other intellectual property prepared by Consultant in the course of performing the Work, whether completed or otherwise, whether or not it has been reduced to a tangible form (collectively, "Work Product" or "Deliverables"), shall be considered "work for hire" and shall be and become Coalition's exclusive property. If, however, the Work Product is for any reason not deemed "work for hire" under applicable law, this Agreement shall constitute an assignment to Coalition of all of Consultant's rights, title and interest in and to all proprietary rights for the Work Product, including copyrights and patent rights, and Consultant shall execute and deliver such other instruments and take such other action as Consultant may request, including the filing of copyright and patent applications and assignments, without additional compensation, to protect Consultant's rights in and to the Work Product.

Coalition shall own and have unrestricted use of all originals and copies of the Work Product generated by Consultant in the performance of the Work; provided, however, that Consultant may retain and use for its own purposes the Work Product in carrying out his Work hereunder. Upon termination or expiration of this Agreement, Consultant shall immediately provide Coalition, without retaining copies, all Work Product in its possession.

The terms of this Section 7 shall survive the expiration or termination of this Agreement.

8. **Representations, Warranties and Covenants.**

- (a) Coalition and Consultant represent and warrant to each other that this Agreement has been duly and validly authorized, executed, and delivered and is the legal, valid, and binding obligation of the representing party, enforceable in accordance with its terms.

(b) In performing the work, Consultant shall adhere to the highest professional standards, ethical practices, and standards of care and competence of like consultants in the same industry. Consultant shall use best efforts and shall devote such amounts of its time and resources as is reasonably necessary to achieve the objectives set forth herein and as developed by Coalition from time to time.

9. **Personnel and Subcontractors.** Consultant agrees to be the key personnel who shall be responsible for direct oversight of the Work. Coalition shall have the right (a) to review the qualifications of the personnel of Consultant prior to their assignment to perform any part of the Work and (b) to concur in changes of the personnel which concurrence shall not be unreasonably withheld. Coalition shall have the right to periodically review the staffing level, qualifications, and performance of the personnel and to recommend changes to Consultant. Unless pre-approved by Coalition in writing, Consultant shall not have the right to subcontract any of the Work.

10. **Confidentiality.**

(a) Consultant acknowledges that as a result of the retention of Consultant by Coalition, Consultant has and will become informed of, and have access to, valuable and confidential information of Coalition, including, but not limited to, contracts, reports, studies, drawings, contracts, business plans, inventions, trade secrets, technical information, know-how, plans and specifications (collectively, the "Confidential Information"), and that this Confidential Information, even though it may be contributed, developed or acquired by Consultant, is the exclusive property of Coalition to be held by Consultant in trust and solely for the benefit of Coalition. Consultant shall not at any time during or subsequent to the Term use, reveal, report, publish, transfer or otherwise disclose any of the Confidential Information without the prior written consent of Coalition, except to personnel with a need to know the Confidential Information for purposes of performing the Work and who agree to be bound by the terms of this Section 10. Consultant shall inform all personnel receiving the Confidential Information of the confidential nature of this information and take all actions necessary to bind such personnel by the terms of this Section 10. Confidential Information is not information that is presently a matter of public knowledge or which is published in or otherwise obtainable from any source available to the public without a breach of this provision by Consultant or its personnel.

(b) In the event that the Consultant is required, by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, to disclose any Confidential Information, the Consultant will provide the Coalition with prompt notice thereof so the Coalition may seek an appropriate protective order and/or waive compliance by the Consultant with the provision hereof; provided, however, that if in the absence of a protective order or the receipt of such waiver, the Consultant is compelled to disclose Confidential Information not otherwise disclosable hereunder to any legislative, judicial or regulatory body, agency or authority or else be exposed to liability for contempt, fine or penalty or to other censure, such Confidential Information may be so disclosed.

(c) Upon the termination of this Agreement, Consultant shall promptly deliver to Coalition, without retaining copies, all contracts, letters, notes, notebooks, reports, Confidential Information, and all other property in his possession belonging to Coalition or relating to the business of Coalition in his possession. Consultant shall represent in writing to Coalition that it has complied with the terms of this Section 10(c).

(d) Coalition and Consultant acknowledge that Coalition would not have an adequate remedy at law for money damages if the covenants contained in this Section 10 were not complied with in accordance with their terms. Because the breach or threatened breach or any of the covenants in this Section 10 will result in immediate and irreparable injury to Coalition, Consultant agrees that Coalition shall be entitled to an injunction restraining Consultant from violating this Section 10 to the fullest extent allowed by law. Nothing in this Section 10 shall prohibit Coalition from pursuing or receiving all other legal or equitable remedies that may be available to Coalition for a breach or threatened breach, including the recovery of damages.

(e) The terms of this Section 10 shall survive the expiration or termination of this Agreement.

11. Background Screening. In accordance with Sections 943.0542, 984.01(1) (a), 985.01(2) (a) Chapter 435, 402 and 39.001, Florida Statutes, only employees, volunteers and subcontracted personnel with a satisfactory Level 2 background check through a screening agency may work in direct contact with children under the age of eighteen. Level 2 Background screening agency must be completed through the Florida Department of Law Enforcement (“FDLE”), VECHS Program. Satisfactory background screening documentation will be accepted for those agencies that already conduct business with either the Department of Children and Families (“DCF”) or the Department of Juvenile Justice (“DJJ”) or the Miami Dade Public School System (“MDPS”) if clearance letter is available and on file. In addition, an Affidavit of Good Moral Character must be completed and notarized for each Consultant.

12. Compliance with Section 411.011 of Florida Statutes. If the Work to be provided under this Agreement involves children enrolled in school readiness programs, then the Consultant must comply with the provisions of Section 411.011, Florida Statutes.

13. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles, and venue for any proceeding arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

14. Notice. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by facsimile transmission or mailed (first class postage prepaid) to the Parties at the following addresses or facsimile numbers:

To: Coalition:
EARLY LEARNING COALITION OF MIAMI-DADE
MONROE, INC.,
2555 Ponce de Leon Boulevard, Suite 500
Coral Gables, FL 33134
ATTN: Contracts Department
Telephone: (305) 646-7220

To: Consultant:
XXX

All such notices, requests and other communications will (i) if delivered personally to the above address, be deemed given upon delivery, (ii) if delivered by facsimile transmission to the facsimile number above, be deemed given upon receipt, and (iii) if delivered by mail to the address above, be deemed given upon receipt. Any Party from time to time may change

its address, facsimile number or other information for the purpose of notices to that Party by giving notice pursuant to this paragraph specifying such change to the other Party.

15. **Assignment.** This Agreement and all rights and obligations hereunder are personal to the Parties and may not be assigned in whole or in part by either Party without the prior written consent of the other.
16. **Amendments.** The Parties hereby irrevocably agree that no attempted amendment, modification, termination, discharge or change (collectively, "Amendment") of this Agreement shall be valid and effective, unless the parties shall unanimously agree in writing to such Amendment.
17. **Waiver.** No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
18. **Entire Agreement.** This Agreement sets forth all the promises, covenants, agreements, conditions and understandings between the Parties as to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained.
19. **Cumulative Remedies.** All rights and remedies of the Parties under this Agreement shall be cumulative, and the exercise of any one right or remedy shall not bar the exercise of any other right or remedy.
20. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the parties do business. If any provision of this Agreement, or the application thereof to any person or entity or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or entities or circumstances shall not be affected thereby, but rather shall remain in full force and effect, and be construed and enforced to the greatest extent permitted by law as if such invalid or unenforceable provision(s) were omitted.
21. **Attachments.** The attached Attachments that are referred to in this Agreement are incorporated by reference and made a part of this Agreement.
22. **Headings.** Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party hereto. This Agreement shall not be construed against either party by virtue of a party being deemed the Agreement's drafter. The headings of the various sections of this Agreement are intended solely for convenience of reference, and shall not be deemed or construed to explain, define, limit, modify or place any construction upon the provisions hereof. Wherever the context requires, any noun or pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter in form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural and vice versa as the case may require.
23. **Publicity.** Consultant shall not make any public disclosures regarding Coalition or the Work without the prior approval of Coalition except as otherwise required by law.

24. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
25. **Survival.** The terms of Sections 4, 5, 6, 7, and 10 shall survive the expiration or termination of this Agreement.
26. **Successors and Assigns.** This Agreement and any Amendments hereto shall be binding upon and, to the extent expressly permitted by the provisions hereof, shall inure to the benefit of the parties, their respective heirs, legal representatives, successors and assigns.
27. **Further Assurances.** The Parties will execute and deliver such further acts and things as may be reasonably required to carry out the intent and purpose of this Agreement.
28. **Attorney Fees.** If any Party is required to engage in litigation or other legal proceeding against any other party hereto, either as plaintiff or as defendant, in order to enforce or defend any rights under this Agreement, and such process results in a final judgment or ruling in favor of such party ("Prevailing Party"), the Party against whom said final judgment or ruling is obtained shall reimburse the Prevailing Party for all direct, indirect or incidental expenses incurred, including, but not limited to, all attorneys' fees and costs, including paralegal fees, court costs and other expenses incurred throughout all negotiations, proceedings, trials or appeals undertaken in order to enforce the Prevailing Party's rights hereunder.
29. **Relationship of Parties.** The Parties agree that neither is an employee, servant, agent, partner or joint venturer of the other Party. Each Party shall be solely and entirely responsible for its individual acts and the acts of its agents, officers, directors, members, managers, employees and servants during the performance of this Agreement. No Party is in any way authorized to make any contract, agreement, warranty or representation on behalf of any other Party or to create any obligation, express or implied, on behalf of any other Party. The Parties agree that this Agreement does not create a fiduciary relationship between the Parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by each Party as of the date first set forth in this Agreement.

Coalition:
EARLY LEARNING COALITION OF MIAMI-
DADE/MONROE, INC.

By: _____

Name: Mr. Evelio C. Torres, M.P.A.

Title: President/CEO

Date: _____

Consultant:
XXX

By: _____

Name: _____

Title: Consultant

Date: _____

ATTACHMENT 1

Scope of Services

**ATTACHMENT 2
INVOICES**

SAMPLE INVOICE



Consultant Name Consultant Address Consultant Phone Consultant

Date: January 7, 2009

PERIOD COVERED BY INVOICE # Invoice
 Number
 Date beginning invoice period to date
 ending invoice period

Comments See attached list of actions completed during the period covered by this invoice. All receipts for parking and lodging are attached.

Bill To Early Learning Coalition of Miami-Dade/Monroe
 2555 Ponce de Leon Blvd. 5th floor
 Coral Gables, FL 33134

Date	Description	Hourly Rate	Hours	Amount
Amount Due				\$2,634.00

Remittance	
Invoice # 2	
Date	
Amount Due	

Make all checks payable to Consultant Name

I hereby certify that the services were rendered as stipulated in this contract.

Signature

Date

**ATTACHMENT 3
TAX EXEMPT CERTIFICATE**



Consumer's Certificate of Exemption

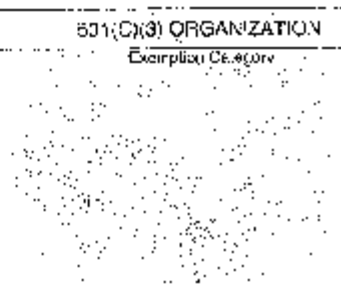
DR-14
R. 04/05
06/05/09

Issued Pursuant to Chapter 212, Florida Statutes

85-8012864863C-E	07/01/2008	07/31/2018	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

EARLY LEARNING COALITION OF
MIAMI DADE/MONROE
2855 MONROE DE LEON BLVD STE 500
CORAL GABLES FL 33134-6015



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/05

1. You must provide all vendors and suppliers with an exemption certificate before making tax exempt purchases. See Rule 12A-1.038, Florida Administrative Code (FAC).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement, except when they are the lessor of real property (Rule 12A-1.070, FAC).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is PO BOX 6400, Tallahassee, FL 32314-6480.

ATTACHMENT 4
IRS Form W-9

(See attachment)

ATTACHMENT 4
IRS Form W-9

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

	Social security number : : : :
	or
	Employer identification number : :

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.
²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ⁴
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

