



Public Legal Notice

**ADVERTISEMENT**

**AMENDED REQUEST FOR PROPOSAL #ELCMDM2009-006 FOR  
DATA MANAGEMENT SERVICES**

Early Learning Coalition of Miami-Dade/Monroe, Inc. request written proposals for Data Management Services for Miami-Dade County. The Coalition will select a single or multiple proposer(s) to provide services as described within the RFP.

**Important Dates:**

Notice of Intent: **Friday, November 13, 2009, by 5:00pm**  
Early Learning Coalition of Miami-Dade/Monroe  
2555 Ponce de Leon Blvd., Suite 500  
Coral Gables, FL 33134  
Melody Thelwell, MPA  
Phone: (305) 646-7220  
E-mail: [mthelwell@elcmdm.org](mailto:mthelwell@elcmdm.org)

Written Inquiries: Friday, November 20, 2009, by 5:00pm

Response to Inquires: Monday, November 30, 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, December 4, 2009, by 12pm**





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

AMENDED REQUEST FOR PROPOSAL #ELCMDM2009-006

for

DATA MANAGEMENT SERVICES  
FOR MIAMI-DADE COUNTY

ISSUED OCTOBER 30, 2009

DEADLINE FOR RECEIPT OF RESPONSES

December 4, 2009 @ 12:00 P.M. EST

Submit Responses to:

Melody Thelwell, MPA  
Director of Contracts and Procurement  
Early Learning Coalition of Miami-Dade/Monroe County Inc.  
2555 Ponce de Leon Blvd., Suite 500  
Coral Gables, FL 33134



Early Learning Coalition of Miami-Dade/Monroe, Inc.  
RFP#ELCMDM2009-006  
Due Date - Monday, December 4, 2009, 12pm.

## SECTION 1: GENERAL INFORMATION

### 1.1 Background

The Early Learning Coalition of Miami-Dade/Monroe (Coalition) is a 501(c) (3), not-for-profit organization dedicated to ensuring quality early care and education for children in Miami-Dade and Monroe counties. Through a variety of affordable and innovative early education and voluntary pre-kindergarten programs, the Coalition serves more than 45,000 children ages birth to 12 years old and their families.

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.

In addition, the Coalition provides training and resources to advance the skills of early care and education providers and staff, enhancing their ability to inspire learning and prepare children for future academic success.

### 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 **Data Management Services for Miami-Dade County , with a not-to-exceed amount of \$300,000.00**. Through the RFP, the Coalition will select single or multiple proposer(s) 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 **July 1, 2010** and end on **June 30, 2011** 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:

Melody Thelwell, MPA  
Director of Contracts and Procurement  
Early Learning Coalition of Miami-Dade/Monroe County, Inc.  
2555 Ponce de Leon Blvd., Suite 500  
Coral Gables, FL 33134  
Email: [mthelwell@elcmdm.org](mailto:mthelwell@elcmdm.org)  
Phone: 305-646-7220

### **2.2 Proposer Disqualification**

In accordance with Florida Statutes Section 287.133, any individual, entity, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal for a period of 36 months following the date of being placed on the convicted vendor list, whether as a Proposer, a member of a Proposer, or a subcontract of a Proposer.

In accordance with Florida Statutes Section 287.134, any individual, entity, or affiliate who has been placed on the discriminatory vendor list may not submit a proposal for a period of 36 months following the date of being placed on the discriminatory vendor list, whether as a Proposer, a member of a Proposer, or a subcontract of a Proposer. 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. During the Cone of Silence, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays: a) Coalition board members; b) any Coalition staff; c) all proposal evaluation committee members; and/or (d) any member of the executive or legislative branch regarding any aspect of this solicitation. Respondents directly contacting board members, staff, or proposal evaluation committee members risk disqualification of their response from consideration. Written communications are allowable at any time, but should only be addressed to the designated contact person.

**(The remainder of this page left intentionally blank)**



**APPLICATION TIMETABLE / IMPORTANT DATES \***

ACTIVITY	DATE	TIME	ADDRESS
<b>Data Management Services for Miami- Dade County Request for Proposals Advertised</b>	Friday, October 30, 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: Friday, November 13, 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	Friday, November 20, 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	Monday, November 30, 2009	5:00 PM	Responses to Inquiries posted on ELC website.
Sealed Applications must be received	Friday, December 4, 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	Monday, December 7, 2009	9:00 AM	Early Learning Coalition Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Floor Five Coral Gables, FL. 33134
First Meeting of the Evaluation Committee	Tuesday, December 8, 2009	TBA	Early Learning Coalition Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Floor Five Coral Gables, FL. 33134
Proposal Review period for Evaluation Committee	December 9- December 28th	N/A	Early Learning Coalition Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Floor Five Coral Gables, FL. 33134
Meeting with Evaluation Committee to compile and review results	Friday, January 8, 2010	TBA	Early Learning Coalition Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Floor Five Coral Gables, FL. 33134
Coalition's Finance Committee review and approval of Evaluation Committee recommendations	Monday, January 25, 2010	8:00 AM	Coalition's Finance Committee Meeting Early Learning Coalition Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Floor Five Coral Gables, FL. 33134
Coalition's Board Committee review and approval of Evaluation Committee recommendations	Monday, February 1, 2010	8:00 AM	Coalition's 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	Tuesday, February 2, 2010	N/A	Contract Award posted on ELC website.
Initiation of Contract Negotiations	Monday, February 15, 2010	TBA	TBA
Effective Date of Contract	July 1, 2010	N/A	N/A

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



The Deadline to Submit a Proposal is:  
**December 4, 2009 by 12 p.m.**  
**Eastern Standard Time**  
**Coalition's Clock**

All responses should be marked:  
**"AMENDED RFP # ELCMDM2009-006**  
**"DATA MANAGEMENT SERVICES**  
**FOR MIAMI-DADE COUNTY"**

#### **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 **Friday, November 13, 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 Melody Thelwell or email to [mthelwell@elcmdm.org](mailto:mthelwell@elcmdm.org) on or before 5:00 p.m. (EST) **Friday, November 20, 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.elcmdm.org](http://www.elcmdm.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 **Monday, November 30, 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 120.57(3), FS. Failure to file a notice of protest within 72 hours after the posting of the notice of the decision and a formal written protest within 10 days after the date of the notice of protest, as required by Florida Statutes Section 120.57(3), shall constitute a waiver of proceedings under Chapter 120, FS.

Any proposer who desires to file a formal written 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 written 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 notice of protest must be submitted to the President/CEO at 2555 Ponce de Leon Blvd., Floor Five, Coral Gables, FL. 33134 in writing within 72 hours of the Notification of Intent to Award. A formal written protest must be submitted within ten (10) days after the date the notice of protest is filed. The formal written protest must fully identify facts resulting in the contested issues. The protest procedure shall be governed by Florida Statutes Section 120.57(3) (2009).



## 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's 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](http://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 will 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 following tables 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 (See following tables).

<b>Scoring Factors - Organizational Capacity</b>		<b>10 Points</b>
1.	The organization meets the minimum requirements as indicated in the proposal.	5
2.	The organizational history and background of successful implementation of prior comprehensive projects provides specific indications for success of this data management program.	5

<b>Scoring Factors - Program Management</b>		<b>45 Points</b>
1.	Proposal describes in detail program management scheme including an organizational and program flow chart of program's management.	5



2. Narrative explains the data management process.	5
3. Clearly identify plans to ensure timely monthly generation of lists as identified in proposal.	10
4. Description of a formula for creation of a random sampling.	5
5. Provide comprehensive system of data analysis and reporting.	10
6. Describe the data management linkage process.	5
7. Sample reports.	5

<b><u>Scoring Factors - Staffing</u></b>	<b>10 Points</b>
1. Staffing narrative provides clear descriptions of each position to be used to implement the work plan. (10)	5
2. Staffing plans indicate exemplary levels of education of identified staff as needed and identified by job responsibilities.	5

<b><u>Scoring Factors - Work Plan</u></b>	<b>20 Points</b>
1. Work plan describes organizational understanding of data management process and provides clear implementation plans.	10
2. Work plan clearly indicates staff utilization.	5
3. Narrative provides examples of related-agencies and the ability to collaborate with community agencies.	5

<b><u>Scoring Factors - Budget</u></b>	<b>15 Points</b>
1. Budget reflects staffing requirements.(5)	5
2. Budget and narrative shows calculations of non-personnel programmatic costs. (5)	5
3. Budget is reflective of limitations of indirect allocations. (5)	5
<b>TOTAL EVALUTION POINTS</b>	<b>100</b>



## 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 Data Management to coordinate with the Assessment and Inclusion Programs and provide analysis and statistical data to determine community school readiness progress, program effectiveness and collaborate with other community agencies with the long-term anticipated outcome of comprehensive community system for child assessment.

The assessment program's focus is to provide Child Screening for all School Readiness children ages 2-months to five years old in Miami-Dade County annually; and an Assessment to be administered to 1,400-1,500 children randomly selected annually (**representative of the population of the community and enrolled school readiness children**).

The Inclusion program will provide intervention services to those children who are identified with a developmental concern through the assessment program.

Data collection and management, aggregation and analysis are the primary focus for this RFP. A Memorandum of Understanding (MOU) will be created between the entity (ies) selected to oversee the assessment and inclusion work and the entity selected through this data management RFP to ensure coordination of these three areas of work. The MOU will be reviewed and approved by the Coalition. The MOU will be specific to facilitate collaboration with the Assessment program and Inclusion program.

### 3.2 Specifications

In a maximum of two (2) pages, each proposer must provide the Coalition with a brief description of the company, including the year of incorporation and the general services provided. Each proposer must demonstrate a minimum of three (3) years of similar experience, organizational capacity and ability to provide implementation and oversight of a comprehensive project.

Within a maximum of six (6) pages, work plan and Budget are not included in 6 pages, each proposal must provide a brief plan that provides responses to the following:

- A. Program management
- B. Staffing plan
- C. Work plan
- D. Budget



A. Program Management – Describe a plan that would entail oversight of a data management team, collection of data associated with the assessment/screening process and inclusion process and report findings (results), oversight of research and analysis. Management plans should include a description for implementation and assurance for each service area as follows:

1) **Assessment**

- Establish a web-based data profile and tracking system. This data will include tracking for approximately 20,000 children. **The Coalition will provide weekly data updates of where children are enrolled.**
- Within 5 days of updates, ensure timely monthly referral list is available for the Assessment Program, of children to be screened as determined by birth month, approximately 20,000 school readiness children annually
- Within 5 days of updates, ensure timely monthly referral list is available for the Assessment Program, of newly enrolled children to be screened within 45 days of enrollment.
- Create a list of children for the random sampling of 1400-1500 children for assessment and provide to Assessment Program..
- Receive and process raw data of screenings and assessments generated by the assessment program which includes scanning of summary sheets.
- Generate a report of findings (results) of screening and assessments and return reports (2) per child to provider sites for both teacher and families.
- Ensure timely feedback of results as mandated by Florida Statute s. 411.01 (5) (c) 2.c., F.S.

2) **Inclusion**

- Generate an electronic list of children whose screening indicate a concern and refer identified children to inclusion program
- Create, annually, a tracking system for outcomes per child based on a matrix of services or other services from inclusion program intervention services

3) **Data Management**

- Analyze and aggregate all data from assessment and inclusion, determine community status and possible improvement recommendations. This would include up to 2 presentations annually to ELC Board or as requested with a minimum of 4 weeks notice. Analysis could include but not limited to:
  - Screening outcomes
  - Pre and post assessment outcomes providing evidence about the changes in children's achievement over time
  - Basic demographic of children, such as race, gender, county geographies and site accreditation
  - Increase or decrease of student scores on LAP-D and E-LAP assessments
  - Increase or decrease of Ages and Stages Questionnaire valid results and outcomes
  - Community profile and recommendations based on screening and assessment data (what is working and what is not working, and what can be done proactively).

- Data must include identifying information so that if possible, it could be securely exchanged with other stakeholders for follow-up services, data mining and analysis.
- Data from inclusion program including but not limited to referrals, Matrix of Service services provided and child outcomes

The proposal should, explicitly, describe a plan for working with the Assessment and Inclusion programs; a diagram may be helpful.

The proposal should describe in detail the plan for generation of monthly screening and inclusion lists of children and communication between Data Management and each program.

The proposal should include a plan for raw data processing and results reporting.

The proposal should include a description of comprehensive reporting of outcomes and analysis that yields indicators of tendencies and makes recommendations for future program decisions and includes a formal annual report.

As noted below in Section E., the selected vendor must provide monthly and/or quarterly reports to the Coalition. Upon contract negotiation, the specifics of the reporting will be discussed in more detail. Reporting forms will be generated and monthly contractor meetings will be scheduled to ensure adherence of services, deadlines and discussions of barriers. **In addition to the requested information listed above, provide a sample reporting form that may include collaborative activities or meetings, transfer of data, any results aggregated, etc.**

**B. Staffing Plan** – Provide a description of the staffing plan including name and qualifications of a program supervisor who has at least a master’s degree in psychology, research-based experiences and a working knowledge of early education.

In addition, names and qualifications of staff (as shown on staffing plan) dedicated to the project, including detailed education qualifications, descriptions of in-field experience, and explanation of what positions they will hold and what role they will play in the administration of this RFP. Indicate adequate staff (justify as shown on staffing plan and work plan) dedicated to the project, with related experience. Lead staff shall have at the least a bachelor’s degree in early education or related field, 3 years experience and subject to approval of the COALITION. All other staff must be under direct supervision of program supervisor or lead staff. Upon execution of contract, all staff shall be available for training, team meetings and a desire to collaborate with related-community agencies.

**C. Work Plan**- Attach a work plan that clearly describes the process that would facilitate ensuring fulfillment of the Project implementation.

Work plan should define step by step process, timelines, staff responsible and any information deemed necessary to meet school readiness mandates and enhance assessment and inclusion programs.

**D. Budget and budget narrative**- Provide a complete budget and narrative for total costs including not more than 10% indirect costs.

**E. Reporting of Services Provided** – See Section A. 3.



## SECTION 4: INVOICING AND PAYMENT OF INVOICES

The Contract resulting from this RFP will be a Cost-reimbursement 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 B**, 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 must include the following items:

1. Title Page containing the following:
  - a) Early Learning Coalition of Miami-Dade/Monroe, Inc.
  - b) Title of AMENDED RFP For Data Management Services for Miami-Dade County
  - c) Request for Proposal Number ELCMDM2009-006
  - 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 FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS (EXHIBIT 12)

## 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 Data Management Services for Miami-Dade County,**" 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., Friday, December 4, 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.

#### **6.5 Proposed Budget**

The Proposal must include a budget / costs for the services with sufficient detail to allow proper evaluation. At no time shall the Coalition fund indirect administrative costs in excess of ten (10) % percent of the total RFP limit of \$300,000.00.

#### **6.6 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.

#### **6.7 Cost of Preparation of Proposal**

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

#### **6.8 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- FOR COALITION USE ONLY

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 – FOR COALITION USE ONLY**  
**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**

See Section 2.9



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. **THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COALITION MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.**

---

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 of 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 tin 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 charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach 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 understand the "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, 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 submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged 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 10

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements.
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Name and Title of Authorized Representative Name of Company
Signature Date



## 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 actions, 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.

**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

### 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.





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**

**EARLY LEARNING COALITION OF MIAMI-DADE MONROE, INC.**  
2555 Ponce de Leon Boulevard, Suite 500  
Coral Gables, Florida 33134

**CONTRACTOR**

Vendor

**TITLE OF PROGRAM**

XX Services

**NAME OF FEDERAL OR STATE AWARDING AGENCY**  
Agency for Workforce Innovation

CFDA Number(s): 93.558, 93.575, 93.596, 93.667

CSFA Number(s): 75.005

State Award Number): SR 198

Title of State Project: School Readiness  
Services

CONTRACT AMOUNT: \$XX

CONTRACT NUMBER: C09-XX

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**ARTICLE I**  
**INTRODUCTION**

**A. PARTIES TO CONTRACT**

This Contract is made and entered into by and between the **Early Learning Coalition of Miami-Dade/Monroe, Inc.** (the "Coalition") and **Vendor** ("Contractor") (Coalition and Contractor sometimes collectively referred to herein as "Parties" and individually as a "Party"). This Contract establishes a sub-recipient, contractual, independent contractor relationship between the Coalition and the Contractor in which the Contractor accepts responsibilities for the use of federal, state, and, if applicable, local funds.

In consideration of the mutual obligations and covenants and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Parties to this Contract agree as follows:

**ARTICLE II**  
**GENERAL CONDITIONS**

**A. DEFINED TERMS**

Unless otherwise defined herein, capitalize terms herein shall have the meaning as set forth in **Attachment 5**, attached hereto and made a part hereof by this reference.



## B. EFFECTIVE TERM

The term of this Contract shall commence **July 1, 2010** or on the date on which the Contract has been signed by the last party required to sign it, whichever is later, and shall conclude at midnight, local time in Miami, Florida, on **June 30, 2011** ("Term").

## C. METHOD OF PAYMENT

This Contract is a **cost-reimbursement** contract. Payments shall be made in accordance with Article IV of this Contract.

## D. TOTAL PAYMENT

Subject to the availability of funds, payment for contracted services shall not exceed **\$XX**. **The Contractor must submit a line-item budget, reflecting staffing, trainings, etc. (OCA budget, if applicable) for the funding reflected above. This budget must be approved in writing prior to the execution of the Contract and is reflected in Attachment 4 of this contract.** The Coalition's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The Coalition shall be the final authority as to the availability of funds for this Contract. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

## E. STATEMENT OF WORK

1. "Statement of Work(s)" shall mean an **Attachment 1** executed by the Parties and attached hereto from time to time and upon attachment made a part hereof by this reference. This Contract shall govern all services provided by Contractor to the Coalition. Each time the Contractor is awarded a project hereunder, the Coalition shall prepare a Statement of Work to be attached hereto. Each Statement of Work shall be agreed upon and executed by the Parties setting forth the type of services to be provided by the Contractor, any specific provision associated with that service, job description and any other miscellaneous information relevant to the Contract and attached hereto to supplement **Attachment 1**. In the event of any conflict between the terms of the Contract and Statement of Work, the Statement of Work shall control for the specific services set forth in the Contract. All other terms of the Contract shall remain in full force and effect and shall be binding.

2. Any modification to the Statement of Work ("Modification") must be in writing. No Party shall be obligated to perform services described in the Modification until the Parties agree in writing. If the Parties agree in writing to the Modification, then the applicable Statement of Work shall be deemed amended to include the Modification.

## F. CONTRACTOR'S CONDITIONS

The obligation of the Coalition to consummate the transactions contemplated by this Contract is subject to the satisfaction of each of the following conditions:

1. **Certificate of Contractor.** The Contractor shall provide the Coalition's Contract Manager, within fifteen (15) days of Contract execution; with a certificate executed by an executive officer of the Contractor acknowledging that the Contractor's governing body has



been apprised of the fiscal, administrative and contractual obligations of the project funded through the Coalition.

2. **Certificate of Status. (If Applicable).** The Contractor shall provide the Coalition's Contract Manager, within thirty (30) days of Contract execution, a certificate of status executed by an executive officer of the Contractor which certifies the following: (i) the Contractor is a government agency duly organized, validly existing, and in good standing under the laws of the State of Florida, with full power to carry on and conduct its business as it does now and has since its organization; (ii) all fees and penalties have been paid or none is due and owing; (iii) the most recent annual report has been filed; and (iv) the Contractor has not filed for dissolution.

3. **Financial Audit.** The Contractor is required to have performed an annual certified public accountant's opinion and related financial statements in compliance with the State of Florida requirements, such as Section 215.97, Florida Statutes (FS), and the U.S. Office of Management and Budget ("OMB") Circulars A-87, A-110, A-122 and A-133, whichever are applicable (collectively, "Financial Audit"). The Contractor shall provide the Coalition's Contract Manager with the Financial Audit on the earlier of thirty (30) days after the Contractor's auditor releases the Financial Report or nine (9) months after the end of the Contractor's fiscal year for each year during which the Contract remains in force or until all funds earned from the Contract have been so audited, whichever is later.

4. **Cost Allocation Plan.** The Contractor, as a sub-recipient, shall develop and maintain a cost allocation methodology/plan, as per OMB Circulars A-87, A-110, A-122 and A-133, as applicable. A copy of the plan shall be submitted to the Coalition within thirty (30) days of the contract execution.

## G. INSURANCE

1. **Contractor's Insurance:** The Contractor shall maintain liability insurance coverage on a comprehensive basis and maintain such liability insurance at all times during the term of this Contract and any renewal(s) and extension(s) of it. Unless it is a state agency or subdivision as defined by subsection 768.28(2), FS, by execution of this Contract the Contractor accepts full responsibility for identifying and determining the type(s) and coverage policy limits of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under this Contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon Contract execution, the Contractor shall furnish the Coalition's Contract Manager written verification supporting both the determination and existence of such insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. The Coalition reserves the right to require additional insurance.

2. **Workers' Compensation Insurance:** During the Contract term, the Contractor, at its sole expense, shall provide workers' compensation and employer's liability insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: worker's compensation and employer's liability insurance in accordance with Chapter 440, FS, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all of Contractor's employees engaged in any Contract work.



3. **Unemployment Compensation Insurance:** During the Term of this Contract, the Contractor must comply with the reporting and contribution payments required under Chapter 443, FS, for all employees connected with the Statement of Work.

4. **Liability Insurance:** The Contractor will provide Premise Liability Insurance in an amount appropriate to the risk manifested by the Contractor's staff working in the space provided by the Coalition. This also includes the indemnification of the State for any liabilities set forth in Section 768.28, FS. The Contractor shall require all subcontractors to list the Early Learning Coalition of Miami-Dade/Monroe, Inc. as a named insured on their insurance policies, and shall submit such documents prior to execution of this Contract.

Coalition shall require professional services firms to provide appropriate errors and omissions insurance to cover certain services upon its sole discretion.

5. **Insurance Policies:** All insurance policies required above shall be issued by a company authorized to do business under the laws of the State of Florida, with the following qualification:

❖ The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

6. **Certificates of Insurance:** Certificates shall indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**CERTIFICATE HOLDER MUST READ:  
Early Learning Coalition of Miami-Dade/Monroe Inc.  
2555 Ponce de Leon Blvd., Suite 500  
Coral Gables, FL 33134**

Compliance with the foregoing requirements shall not relieve the Contractor of its obligation under this section or under any other section of this Contract.

7. The Contractor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remains in force for the duration of the Term, including any and all Renewal Terms and/or additional phases or work that may be granted to the Contractor in accordance with this Agreement. If insurance certificates are scheduled to expire during the Term, the Contractor shall be responsible for submitting new or renewal insurance certificates to the Coalition at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewal certificates which cover the Term, the Coalition shall suspend the contract until such time as the new or renewed certificates are received by the Contract Manager; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the Coalition may terminate this Contract (as provided in Article II, Section I(4)(xiii) hereof) and seek re-procurement damages from the Contractor, including legal fees.

8. The Contractor shall not commence any work in connection with this Contract until the Coalition's Contract Manager has approved Insurance. All insurance policies shall be with the insurers qualified to do business in Florida. The Coalition's Contract Manager shall be



furnished proof of coverage of insurance by certificates of insurance accompanying the Contract documents and shall name the Coalition as an additional named insured. The Coalition shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy or premium. The payment of such deductible shall be the sole responsibility of the Contractor providing such coverage.

## H. CERTIFICATION OF CONDUCT

The Contractor shall comply with all federal, state, and local laws, rules and regulations applicable to conflict of interest, nepotism, and criminal and/or fraudulent activities.

## I. TERMINATION

### 1. Either Party.

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other Party ("Notification Period"). The Contractor shall be entitled to perform services and receive compensation for services performed during the Notification Period; provided, however, that the Coalition shall not be liable for payment for any services performed by the Contractor after the end of the Notification Period.

### 2. Coalition for Convenience.

The Coalition may terminate this Contract at any time upon written notice to Contractor. The Contractor shall immediately cease performance of services upon written notice. The Coalition shall not be liable to the Contractor for any cancellation charges or lost profits. The Coalition shall only be liable to pay for services rendered up to the date of termination.

### 3. Coalition for Lack of Funds.

The Coalition may terminate this Contract upon two (2) days written notice to the Contractor for lack of availability or adequacy of funds. Termination of this Contract under this subsection shall not relieve the Coalition of its obligation to pay any amounts then due to Contractor up to the date of termination.

### 4. Coalition for Cause.

The Coalition may terminate this Contract at any time, upon written notice, to the Contractor for "Cause". As used herein "Cause" means Contractor's:

- (i) Material breach of any provision of this Contract and Contractor's failure to cure such material breach within thirty (30) days from the date of Coalition's written notice;
- (ii) Ineffective or improper use of Coalition funds as determined by the Coalition in its sole judgment;
- (iii) Failure to provide proof of licensure, certification or background screening as required by the Coalition;
- (iv) Failure to submit complete and accurate reports to the Coalition;
- (v) Refusal to allow the Coalition full access to records;
- (vi) Refusal to allow the Coalition to monitor, evaluate and review programs;



(vii) Failure to obey applicable laws pertaining to sexual harassment or discrimination;

(viii) Securing of obligations under this Contract by means of fraud, misrepresentation or material misstatement;

(ix) Failure to correct deficiencies discovered during a monitoring, evaluation or review by the Coalition or any governmental body within the period of time specified by the Coalition or governmental body;

(x) Failure to give requisite notice pursuant to Article II, Section I(1) hereof;

(xi) Unsuccessful completion of the intervention and improvement program pursuant to Article III, Section H hereof;

(xii) Failure to fulfill obligations pursuant to Article II, Section F hereof; or

(xiii) Failure to provide insurance certificates pursuant to Article II, section G(7) hereof.

5. In the event of termination of this Contract by either Party, the Coalition may require any or all of the following: (a) the return of all finished or unfinished documents, data studies, surveys, and reports prepared and secured by the Contractor under this Contract; (b) seek reimbursement of the Coalition funds paid to the Contractor under this Contract for unperformed services; or (c) terminate or cancel any other contracts entered into between the Parties.

## J. REMEDIES IN LIEU OF TERMINATION FOR CAUSE

If the Contractor breaches this Contract for Cause as set forth in Article II Section I(4) above, the Coalition may, in lieu of termination, pursue any or all of the following:

1. The Coalition may suspend payment in whole or in part under this Contract by providing written notice to the Contractor of such suspension and specifying the effective date thereof. On the effective date of suspension, if requested by the Coalition, the Contractor shall immediately cease providing services pursuant to this Contract. If payments are suspended, the Coalition shall specify in writing the actions that shall be taken by the Contractor as a condition precedent to resumption of payments and shall specify a date for compliance. The Coalition may also suspend payments and performance, in whole or in part, under any other contracts entered into between the Parties. The Contractor shall be responsible for all program and administrative costs associated with such suspension, including any Coalition attorneys' fees and costs;

2. The Coalition may enter into a written remedial plan with the Contractor to cure any breach of this Contract as may be permissible under state or federal law ("Remedial Plan"). The Remedial Plan shall be an addition to this Contract and shall not effect or render void or voidable any provision contained in this Contract.

3. The Coalition may debar the Contractor from future contracting with the Coalition. Furthermore, the Coalition may report the Contractor to the Florida Department of



Management Services for the potential inclusion of the Contractor's name on the suspended vendors list for an appropriate period.

#### **K. AUDITS AND INSPECTIONS**

Representatives of the Coalition, Agency for Workforce Innovation (AWI), Office of Early Learning, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, or representatives of the Federal government and their duly authorized representatives shall have access, for purposes of examination of any books, documents, papers, and records of the Contractor as they may relate to this Contract. The Contractor shall maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Coalition under this Contract.

#### **L. RECORDS RETENTION**

The Contractor shall retain all Contractor records, financial records, supporting documents, statistical records, and any other documents including but not limited to electronic storage media pertinent to this Contract for a period of five (5) years after termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings through litigation or otherwise. Upon request of the Coalition, the Contractor will cooperate with the Coalition to facilitate the duplication and transfer of any such records or documents.

#### **M. CONTRACTOR INDEMNIFICATION**

1. Contractor agrees to indemnify, defend and hold harmless the Coalition and all of its affiliates and their officers, directors, shareholders, agents, employees, successors and assigns from and against any liabilities, losses, damages, causes of action or injuries, together with costs and expenses, including attorneys' fees and costs, arising out of any act, actions, negligence or omissions, or breach of Article II, Section Q hereof, by the Contractor and its directors, officers, agents, employees and Qualified Subcontractors during the performance or operation of this Contract. Contractor's obligation to indemnify under this subsection will apply regardless of whether the claim arises in tort, contract, negligence, or otherwise.

2. The Coalition shall notify the Contractor in writing within seven (7) days of any claim for indemnification hereunder. The Coalition's failure to provide written notification to the Contractor shall not release the Contractor from its indemnification obligation.

Notwithstanding the foregoing, the indemnification provisions of this Section are not applicable to contracts executed by state agencies or subdivisions, as defined under Section 768.28, FS, or any other Florida statute applicable to sovereign immunity.

#### **N. CONFIDENTIALITY**

1. The Contractor acknowledges that in the course of performance of this Contract, it may learn of confidential information of a special and unique nature, including, but not limited to methods and systems and information regarding the Coalition's business, affairs, plans, employees and trade secrets. The foregoing, together with any other information and materials that the Coalition designates or treats as "confidential" are hereafter referred to collectively as "Confidential Information". The Contractor agrees that all such Confidential Information, together with all goodwill associated therewith, is and shall remain the sole and



exclusive property of the Coalition and that all Confidential Information made available to the Contractor is provided or revealed to the Contractor in trust and confidence. As a material inducement for the Coalition to enter into this Contract, the Contractor agrees that during and after the Term, it shall not directly or indirectly, divulge or disclose to any person whatsoever or use for any purposes or in any manner any Confidential Information other than as permitted in the Contract or as shall be authorized in writing by the Coalition.

2. In the event that the Contractor is required, by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, to disclose any Confidential Information, the Contractor will provide the Coalition with prompt notice thereof so the Coalition may seek an appropriate protective order and/or waive compliance by the Contractor with the provisions hereof; provided, however, that if in the absence of a protective order or the receipt of such waiver, the Contractor 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.

3. Upon termination or expiration of this Contract, the Contractor shall promptly return to the Coalition, without retaining copies in any form whatsoever, all Confidential Information in its possession.

4. Where applicable, to comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.) as well as all regulations promulgated hereunder (45 CFR Parts 160, 162, and 164.)

5. Where applicable, to comply with section 411.011, Florida Statutes, regarding confidential educational and child assessment data and to comply with all applicable federal and state education privacy laws.

6. Where applicable, to comply with all confidential information concerning children and parents and to comply with all applicable federal and laws meant to protect the confidentiality and privacy of parents and their children.

## O. SUBCONTRACTING

1. The Contractor agrees to neither assign the responsibility for this Contract to another party nor subcontract for any of the work contemplated under this Contract without prior written approval of the Coalition, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring, without prior approval of the Coalition, shall be null and void.

2. Unless otherwise stated in the contract between the Contractor and Qualified Subcontractor, the Contractor shall be responsible to make payments to any Qualified Subcontractor within seven (7) working days after receipt of full or partial payments from the Coalition in accordance with Section 287.0585, FS. Failure to pay within the foregoing statutory period or as provided by written contract, whichever is applicable, will result in a penalty that shall be charged against the Contractor and upon receipt shall be paid to the Qualified Subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

## P. INDEPENDENT CONTRACTOR



1. The Contractor is an independent contractor in relation to the Coalition and the State of Florida, and nothing contained in the Contract shall be deemed to create an employment, association, partnership, joint venturer, agency or other type of relationship among the Contractor, the Coalition or the State of Florida for purposes of unemployment insurance, vacations, disability, overtime, holidays, insurance, pensions or savings plans, or any other employee rights or benefits (collectively "Benefits"). Except as otherwise provided for in this Contract, the Coalition shall not provide to the Contractor supplies, support or equipment for purposes of facilitating the Contractor's services under the Contract. Contractor shall pay all federal, state and all other employee related taxes as required by local law.

2. Contractor will obtain an acknowledgement from each of its employees, agents and affiliates that he/she is not an employee of the Coalition or the State of Florida and is not entitled to any Benefits.

#### **Q. SPONSORSHIP**

1. As required by Section 286.25, FS, any organization or entity, whether public or private, which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by the Early Learning Coalition of Miami-Dade/Monroe, Inc., Agency of Workforce Innovation, Office of Early Learning and the State of Florida."

2. If the sponsorship reference is in written material, the words "State of Florida" shall appear in the same size letters or type as the name of the organization. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with state or federal funds, all awardees receiving state or federal funds, shall clearly state:

- a. The percentage of the total cost of the program or project which will be financed with federal funds
  - b. The dollar amount of federal funds for the project or program
3. The use of the official Coalition logo is permissible.
4. Coalition has final approval on all advertising and marketing.

#### **R. PUBLICITY**

1. It is understood and agreed between the Parties hereto that the Coalition funds the Contractor. Further, by the acceptance of these funds, the Contractor agrees that events funded by this Contract shall recognize the Coalition as a funding source. The Contractor shall ensure that all publicity, public relations, advertisements, and signs recognize the Coalition for the support of all contracted activities. The Contractor shall ensure that all media representatives, when inquiring about the activities funded by this Contract, are informed that the Coalition is its funding source.

2. The Contractor shall only use such trade names, trademarks, logos or other designations of the Coalition or any simulations thereof (collectively "Trademarks") as may be authorized in writing by the Coalition. All such use shall be in accordance with the Coalition's instructions and any such authorization may be withdrawn or modified at any time. The Contract shall adhere to all quality standards set by the Coalition and Contractor shall permit



inspection by any authorized representative of the Coalition, of the Contractor's operations that are covered by the Trademarks. The Contractor shall, in the event of termination or expiration of this Contract, immediately cease all use of any Trademarks. The Contractor shall not register or attempt to register or assert any right of ownership in any of the Coalition's Trademarks. The Contractor shall immediately notify the Coalition in writing upon learning of any potential or actual infringement of any Trademark owned by or licensed to the Contractor by the Coalition, or of any actual or potential infringement by the Coalition of the rights of any third party.

3. When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part with Federal money ("Project Documents"), the Project Documents shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; and (2) the dollar amount of Federal funds that will be received for the project or program.

## **S. GRATUITIES**

During the Term of this Contract and for a period of two (2) years subsequent to its expiration or termination for any reason, the Contractor will not offer to give or give any gift to any employee of the Coalition. The Coalition shall report the Contractor to the Department of Management Services for any violation of this Section for the potential inclusion of the Contractor's name on the suspended vendors list for an appropriate period. The Contractor shall ensure that any Qualified Subcontractor's shall comply with this Section.

## **T. INVENTIONS, PATENTS, AND COPYRIGHTS**

1. The Parties agree that "Inventions" shall mean all inventions, original works of authorship, whether or not they have been reduced to a tangible form, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registerable under copyright or similar laws which belong solely to the Contractor or belong jointly with the Contractor with another, or in which the Contractor has any interest in whatever form.

2. If the Contractor incorporates into a product or process an Invention which was made by the Contractor (solely or jointly with others) prior to the commencement of this Contract, the State of Florida is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such prior Invention as part of or in connection with such product or process ("Prior Invention").

3. The Contractor agrees that:

(i) It will promptly make full written disclosure to the Coalition, all Inventions which are made by it (solely or jointly with others) within the Term of this Contract.

(ii) It will acknowledge that all Inventions which are made by it (solely or jointly with others) within the scope of this Contract are "works made for hire" to the greatest extent permitted by applicable law.

(iii) In the event that the Invention is not deemed to be a "work made for hire", then the Contractor immediately assigns to the State of Florida, or its designees, all its right, title and interest throughout the world in and to the Invention which it conceived or



developed or reduced to practice, or caused to be conceived or developed or reduced to practice (solely or jointly with others), during the Term of this Contract. The Contractor further agrees to execute any agreements in the future to effectuate the assignment.

(iv) It hereby grants to the State of Florida, or its designees, a permanent, non-exclusive, paid-up worldwide license, with a right to grant unlimited sublicense(s), to use any of the Contractor's Inventions or prior Inventions (to the extent incorporated into a product or process) which are now or hereafter made by the Contractor.

4. The Contractor agrees to keep and maintain adequate and current written records of all research and Inventions made by it (solely or jointly with others) during the Term of this Contract. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, and any other media or format ("Company Records"). The Company Records will be available to and remain the sole property of the State of Florida at all times.

5. Upon termination or expiration or termination of this Contract for any reason, the Contractor will promptly provide to the State of Florida, and shall not retain any copies in any form whatsoever, all Company Records in its possession.

6. The Contractor agrees to assist the State of Florida, or its designees, at the State of Florida's expense, in every proper way to secure the State of Florida's rights in the Inventions, including, without limitation, any copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights ("Intellectual Property") relating thereto in any and all countries, including the disclosure to the State of Florida of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which the State of Florida shall deem necessary in order to apply for, obtain, maintain and transfer such right and in order to assign and convey to the State of Florida, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to the Intellectual Property, without any additional compensation paid to it. The Contractor further agrees that its obligation to execute or cause to be executed, when it is in its power to do so, any such instrument or papers shall continue after the termination or expiration of this Contract for any reason until the expiration of the last such Intellectual Property right to expire in any country of the world. If the State of Florida is unable, for any reason, to secure the Contractor's signature to apply for or to pursue any application for any United States or foreign patents or copyrights registrations covering Intellectual Property assigned to the State of Florida, then the Contractor hereby irrevocably designates and appoints the State of Florida and its duly authorized agents as its agent and attorney in fact, with full power of attorney, to act for and on its behalf to execute and file any such application for, prosecution, issuance, maintenance or transfer of letters patent or copyright registrations thereon with the same legal force and effect as if originally executed by the Contractor. The Contractor hereby waives and irrevocably quitclaims to the State of Florida any and all claims, of any nature whatsoever, which it now or hereafter has for infringement of any and all Intellectual Property rights assigned to the State of Florida.

## U. INFORMATION SECURITY OBLIGATIONS

1. The Contractor shall identify an appropriately skilled employee to function as its Data Security Officer who shall act as the liaison to the Coalition's Security Officer and who will maintain an appropriate level of data security for the information the Contractor is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access and ensuring



that user access has been removed from all terminated Contractor employees. **[The Coalition's Security Officer can be contacted at (305) 646-7220].**

2. The Contractor shall implement Internal Security Policies and Procedures, and shall furnish Security Awareness Training to its staff.
3. If there is a breach of the Contractor's internal security policies and procedures, the Contractor shall notify the Coalition's Contract Manager within 24 hours.

#### **V. AGENCY FOR WORKFORCE INNOVATION AND WORKFORCE FLORIDA**

The Contractor acknowledges that the Coalition, the AWI, and Workforce Florida, Inc. have jointly implemented a Temporary Assistance to Needy Families Program ("Program"). The Coalition encourages Contractor participation in the Program.

#### **W. EMERGENCY PREPAREDNESS**

If the tasks to be performed pursuant to this Contract include the physical care and control of clients, the Contractor shall, within thirty (30) days of Contract execution, submit to the Contract Manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Contractor to continue functioning in compliance with the Contract in the event of an actual emergency (the "Plan"). The Coalition shall accept, reject or request modification of the Plan in writing within thirty (30) days of receipt of the Plan. In the event of an emergency, the Coalition may exercise oversight authority over the Contractor in order to assure implementation of the Plan.

### **ARTICLE III** **PROGRAM MANAGEMENT**

#### **A. ADHERENCE TO THE TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL (IF APPLICABLE)**

The Contractor acknowledges and agrees to adhere to the standards and requirements established under the formal solicitation and response pursuant to which this Contract was awarded and funded (the "Bid") The Bid is incorporated herein by this reference as if fully set forth in its entirety. In the event of a conflict between the provisions of the Bid and the provisions of this Contract, the provisions of this Contract shall control.

#### **B. MONITORING**

1. The Contractor shall permit the Coalition, or its designees, to perform random and scheduled monitoring procedures/processes, reviews, investigations, and evaluations of Contractor's services under this Contract. The Coalition may monitor both fiscal and programmatic compliance with all the terms and conditions of this Contract at any and all times. The Coalition shall provide a report of all monitoring outcomes within 45 days of the completion of the monitoring.

2. The Contractor shall permit the Coalition, or its designees, to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function and requirements of the Coalition. Monitoring results and findings shall be communicated to the Contractor through an official written report ("Report"). The Contractor



shall rectify any deficiencies within the period of time specified in the Report. If such deficiencies are not corrected within the specified time, the Coalition may suspend payments or terminate this Contract pursuant to Article II, Section I(4)(ix) hereof.

3. In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, FS, monitoring procedures may include, but not be limited to, on-site visits by the Coalition staff, limited scope audits such as sub-recipient monitoring as defined by OMB Circular A-133, as revised, and/or other procedures.

### C. STAFFING REQUIREMENTS

The Contractor shall maintain an organizational structure and adequate administrative and support staff sufficient to fulfill the Contractor's obligations under this Contract. The Contractor shall submit Staffing Rosters, New Hire & Termination Reports, and Organizational Charts in accordance with **Attachment 3**, which is attached hereto and incorporated herein by this reference. In the event the Coalition determines that the Contractor's staffing levels do not conform to those in the Contractor's approved budget, the Coalition shall advise the Contractor in writing and the Contractor shall have thirty (30) calendar days to remedy the identified staffing deficiencies. Failure to comply may result in the suspension of services and payment under this Contract until staffing levels are corrected. Budget modifications may be required when vacancies are not filled within the specified time frame and result in program income in accordance with Article IV, Section A hereof.

### D. MEETINGS

1. The Parties shall meet quarterly, or more frequently as mutually agreed upon, with other community providers in order to enhance the delivery of services under this Contract.

2. The Contractor shall attend and participate in Coalition board meetings, workgroups, community collaborative groups, and attend in-service training sessions to the greatest extent possible and consistent with funding, program description, and design.

3. The Coalition shall have the right to attend any or all of the Contractor's board of directors ("Board") meetings.

### E. INCIDENT REPORTING

1. The Contractor shall, in accordance with the client risk prevention system, report those reportable situations listed in the Department of Children and Families' CFOP 215-6 in the manner prescribed in CFOP 215-6 or district operating procedures. The Contractor shall ensure that any Qualified Subcontractor shall comply with this section.

2. The Contractor, and its employees shall immediately report any known or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, FS.

### F. RESPONSIVENESS



Within thirty (30) days after execution of this Contract, the Contractor shall establish and maintain efficient external and internal communication systems, which shall include, but not be limited to the following:

1. delineated points of contact for the program;
2. ability to receive telephone calls, faxes, e-mail, and electronic documents; and
3. organizational charts

Such systems shall be updated on a quarterly basis.

## G. Progressive Intervention and Program Improvement

1. **Stage I.** In the event the Contractor is (i) significantly below target on any performance measure, (ii) in serious fiscal situation, or (iii) during a Quality Assurance review findings identify other serious systemic concerns, as determined by the Coalition, the Coalition shall require action to correct performance deficiencies within a prescribed amount of time. The corrective action may include, but is not limited to, monthly reporting to the Coalition on resolution of issues, the assignment of a team to provide temporary technical assistance, and/or the assignment of an independent fiscal monitor.

2. **Stage II.** In the event of a failure to demonstrate satisfactory progress on the corrective action plan within the prescribed amount of time, as set forth in Stage I above, the Coalition may convene a Management Peer Review Team ("MPRT"). The MPRT team shall include an MPRT Executive Director from the Coalition, one (1) appointed Senior Manager with experience and/or knowledge in the deficient area, and (2) two representatives from the community served by the Contractor under review. The Parties must agree upon the two (2) community representatives. No community representatives shall have any conflict of interest with the Contractor and will sign a Certification of No Conflict Form. The MPRT Executive Director from the Coalition shall act as chairman of the MPRT. The MPRT shall conduct joint assessment and planning between Contractor and the MPRT to bring provider's performance to an acceptable level and a timetable with measurable milestones for attaining an acceptable level of performance. The results of the planning process shall be included in a MPRT report to the Coalition ("Plan"). The MPRT will continue to meet with the Contractor as needed during Plan implementation and will render advice and assistance during that time. The MPRT may amend the Plan from time to time, if an amendment will contribute to the Contractor's ability to reach more promptly an acceptable level of performance.

3. **Stage III.** If the Contractor fails to demonstrate satisfactory progress after Stage II implementation, the Coalition may take one or more of the following actions:

- (i). Implement a financial penalty phase to identify specific contract funds to be redirected at the discretion of the Coalition for performance improvement as set forth in Article I Section A hereof;
- (ii) Re-procurement of a service(s) in underperforming programmatic areas;  
and/or
- (iii) Re-procurement of the entire contract.



Notwithstanding the foregoing, the Coalition shall maintain the authority to monitor contract performance, require corrective action, impose penalties and cancel contracts for non-performance.

#### ARTICLE IV FINANCIAL MANAGEMENT

##### **A. FINANCIAL PENALTIES FOR FAILURES TO COMPLY WITH REQUIREMENT FOR CORRECTIVE ACTION**

1. In accordance with the provisions Section 402.73(7), FS, and F.A.C. § 65-29.001, corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this Contract ("Corrective Action Plan"). Penalties may be imposed for failures to implement or to make acceptable progress on Corrective Action Plan.

2. Any penalties shall not exceed ten percent (10%) of the total Contract payments and may be imposed as follows:

(i) Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total Contract payments during the period in which the Corrective Action Plan has not been implemented or in which acceptable progress toward implementation has not been made;

(ii) Non-compliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty of the total Contract payments during the period in which the Corrective Action Plan has not been implemented or in which acceptable progress toward implementation has not been made;

(iii) Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty of the total Contract payments during the period in which the Corrective Action Plan has not been implemented or in which acceptable progress toward implementation has not been made.

3. The deadline for payment shall be as stated in the order imposing the financial penalties. In the event of nonpayment the Coalition may deduct the amount of the penalty from invoices submitted by the Contractor.

##### **B. MONTHLY INVOICING AND PAYMENTS**

The Contractor shall submit invoices, as stated in **Attachment 4, Exhibit 1**, for payment reimbursement based on the actual expenditures **no later than the 15<sup>th</sup> of the month** following the month of services. Prior to final payment, invoices and back-up documentation must be received for all funds used. The Contractor agrees to submit requests for payment marked as an original to the Coalition's Contract Manager at monthly intervals, accompanied by such documentation as required by the Coalition and on the **15<sup>th</sup>** of the month, as set forth in **Attachment 4**, which is attached hereto and made a part hereof by this reference, with an option of an advancement of funds based on start-up costs. Late submission by the Contractor may result in delay of receipt of payment. **Payments will not be authorized until the Coalition's Contract Manager has received a properly completed invoice with supporting documentation which has been approved by the Program Director.** Invoices shall be submitted to Early Learning Coalition of Miami-Dade/Monroe, Inc., ATTN: Accounts Payable,



2555 Ponce de Leon Blvd., Suite 500, Coral Gables, FL 33134 referencing (C09-XX, XX Services).

1. The Contractor shall submit monthly invoices with detailed general ledgers for a proper pre-audit and post-audit pursuant to the specifications of the Coalition;
2. For quarterly fiscal monitoring, the following supporting documentation shall be made available upon Coalition request:
  - a. Narrative detailing services completed based in budget line items;
  - b. Detail General Ledger showing all charges being invoiced;
  - c. Payroll Register showing paid info for all wages and benefits being invoiced;
  - d. Copies of vendor invoices, travel receipts, boarding passes, taxi, hotel, etc.;
  - e. Training schedules with dates and sign-in sheets for attendees;
  - f. Other documents that evidences payment of charges being invoiced; and
  - g. Meal charges in compliance with per diem requirements of State of Florida for current year.
3. Where applicable, the Contractor shall submit bills for any travel expenses in accordance with Section 112.061, FS.; and
4. The Coalition shall process invoices within 45 days of receipt of a properly completed invoice.

#### **C. BUDGET REVISIONS**

The Contractor acknowledges that budget revision(s) require prior written approval from the Contract Manager and the Chief Financial Officer or their designee(s). Request for budget revisions must be submitted to the Contract Manager using the appropriate format, as determined by the Coalition. The Contractor must request a budget revision to add, delete, and/or modify any line item(s). Budget revisions can not exceed the contracted amount. Once approved, budget revisions will be incorporated into the Contract.

#### **D. FINANCIAL CLOSEOUT**

The Contractor shall submit the final invoice for payment to the Coalition's Contract Manager within thirty (30) days from the end of the Contract Term. If the Contractor fails to do so, all rights to payment are forfeited and the Coalition will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all reports due from the Contractor and necessary adjustments thereto have been approved by the Coalition.

#### **E. RETURN OF FUNDS**

Contractor shall return to the Coalition any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this Contract that were disbursed to the Contractor by the Coalition. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately. In the event that the Coalition first discovers an overpayment has been made, the



Contract Manager, shall notify the Contractor by letter of such findings and the Contractor shall repay said overpayment immediately or be subject to the maximum lawful rate of interest.

#### F. INTERNAL CONTROLS

The Contractor agrees to maintain Contractor's books and records in accordance with Generally Accepted Accounting Principles ("GAAP") and to institute fiscal controls to account for all monies received from the Coalition and spent to perform the Contractor's obligations under this Contract.

#### G. INVENTORY AND COALITION PROPERTY

1. The Coalition shall own all property, tangible or intangible, purchased with Coalition funds under this agreement. A general inventory of all property purchased with Coalition funds shall be provided to the Coalition's Contract Manager by the third (3rd) calendar day of each January and July during the Term. The inventory of property shall include (but is not limited to) all software, hardware, copyrights, "work for hire" and related property produced or generated through the performance of this agreement. The inventory of property shall reference the specific Contract number under which funds were allocated to make the purchase and the inventory tag number. Contractor shall return all Coalition property upon termination of this agreement and/or upon the Coalition's request with Coalition approval. Contractor may continue to utilize such property for another Coalition funded activity with Coalition's prior written approval.

2. If the Contractor purchases new inventory with funding from this Contract it must be approved in writing by the Coalition Contract Manager prior to the purchase of the item, utilizing the Coalition's approved form, as stated within **Attachment 4, Exhibit 2**. This inventory will be tagged by the Coalition at the time of Contractor receipt.

3. The Contractor shall inventory annually and maintain accounting records for all equipment purchased and submit an inventory report to the Coalition's Contract Manager with the final expenditure report. The records shall include, at minimum, the following information: property tag identification number; description of the item(s); physical location; name, make or manufacturer, year and/or model; manufacturer's serial number(s); date of acquisition and the current condition of the item.

4. At no time shall the Contractor dispose property purchased under this Contract without the written permission of and in accordance with instructions from the Coalition Contract Manager.

5. Immediately upon discovery, the Contractor shall notify the Coalition Contract Manager, in writing, of any equipment loss with the date and reason(s) for the loss.

6. The Contractor shall be responsible for the correct use of all equipment furnished under this Contract.

7. A formal Contract amendment is required prior to the purchase of any item of property not specifically listed in the approved Contract budget.

8. Title (ownership) to all property acquired with funds from this Contract shall be vested in the Coalition and said property shall be transferred to the Coalition upon completion or termination of the Contract unless otherwise authorized in writing by the Coalition. In



addition to the nonexpendable property identified above, the Contractor will maintain a separate list of property that has a useful life greater than one year that will be returned to the Coalition upon termination of the Contract. Items that should be maintained on this supplemental inventory list shall include, but not be limited to, chairs, desks, and other furniture, calculators, computers, printers, facsimile equipment, copiers, books, and other property that represent resources that are not categorized as office supplies or depleted as such.

9. All property purchased/owned by the Coalition, or with funds provided by the Coalition, will be marked and numbered with Coalition Inventory tags. This includes but is not limited to computers and other technological hardware/components, software, and furniture.

## ARTICLE V MISCELLANEOUS

### **A. GOVERNING LAW; VENUE**

This Contract 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 Contract shall, to the extent permitted by law, be held in Dade County, Florida.

### **B. FEDERAL LAW**

1. The Contractor shall ensure that all its activities under this contract shall be conducted in conformance with the following provisions, as applicable: 45 C.F.R. Part 74 and/or 45 C.F.R. Part 80, 83, 84, 90 and 92 and/or 29 C.F.R. Part 97 and/or 20 C.F.R. Part 600 et seq., and all other applicable federal regulations, and the U.S. Office of Management and Budget (OMB) Circulars A-87, A-110, A-122, and A-133, whichever are applicable.
2. **Energy Policy and Conservation Act:** The Contractor agrees that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the stat energy conservation plan in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871)

### **C. ENTIRE AGREEMENT**

This Contract, and all attachments, sets forth all the promises, covenants, agreements, conditions and understandings between the parties hereto 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.

### **D. NO WAIVER**

No waiver of any provision of this Contract 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.



## **E. FURTHER ASSURANCES**

The Parties shall execute and deliver such further acts and things as may be reasonably required to carry out the intent and purpose of this Agreement.

## **F. ATTORNEYS' FEES**

If any Party is required to engage in litigation or other legal proceeding against the other Party, either as plaintiff or as defendant, in order to enforce or defend any rights under this Contract, 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 reasonable 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.

## **G. CONSTRUCTION**

Every covenant, term and provision of this Contract shall be construed simply according to its fair meaning and not strictly for or against any party hereto. This Contract shall not be construed against either party by virtue of a party being deemed the Contract's drafter. The headings of the various sections of this Contract 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.

## **H. COUNTERPARTS**

This Contract and any Amendments may be executed in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument. Facsimile signatures shall be treated as effective as original signatures.

## **I. PROVISIONS SEVERABLE**

This Contract 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 Contract, 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 Contract 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.

## **J. CONFLICT OF INTEREST**

The Contractor represents that the execution of this Contract does not violate the Coalition's Conflict of Interest and State of Florida Code of Ethics, Section 112.311, FS. The Contractor



agrees to abide by and be governed by these conflict of interest laws throughout the course of this Contract and in connection with its obligations hereunder.

#### **K. FORCE MAJEURE**

Neither Party shall be in default to perform under this Contract if such failure arises out of any act, event or circumstance beyond the reasonable control of such Party, whether or not predicated or foreseeable. The Party so affected will resume performance as soon as reasonably possible.

#### **L. EFFECT OF PRIME CHANGES**

This Contract is issued pursuant to the provisions set forth in the Prime Award hereby incorporated into this Contract. If the Prime Award is amended and the amendment causes this Contract to be inconsistent with or contrary to the Prime Award, the Parties hereto agree that they will, upon request, negotiate in good faith upon such amendments to this Contract as may be necessary to make this Contract consistent with the requirements of the Prime Award.

#### **M. NOTICES**

All notices or communications that are required under this Contract shall be in writing to either Party by the other and shall be delivered personally, sent by courier, U.S. registered or certified mail, postage prepaid or transmitted via facsimile or electronic mail addressed to such party at the addresses stated herein, and shall be deemed given on the date so delivered. Said notice shall be sent to the representative of the Contractor responsible for administration of the program, to the designated addresses as follows:

1. The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:
2. The name of the contract person and street address where financial, administrative and programmatic records are maintained is:
3. The name, address and telephone number of the representative of the Contractor responsible for administration of the program under this Contract
4. The name, address, and telephone number of the Contract Manager for the Coalition of this Contract is:
5. Upon change of representatives of names, address, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.
6. The Coalition may seek enforcement of this Contract by any action at law or equity available to the Coalition, including, but not limited to, filing an action in a court of competent jurisdiction. The venue of any such action shall be in Miami-Dade County, Florida.



**N. MODIFICATIONS.**

Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both Parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increase and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Coalition’s operating budget.

**O. SURVIVAL PROVISIONS**

All rights and obligations under this Contract with respect to Article II, Section G(4) – (Liability Insurance); Article II, Section M – (Indemnification); Article II Section N – (Confidentiality); Article II, Section O – (Subcontracting) shall survive the expiration or termination of this Contract.

**P. RELATIONSHIP OF THE 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, 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 Party. The Parties agree that this Contract does not create a fiduciary relationship between the Parties.

**Q. NO ASSIGNMENT**

This Contract 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 Party.

**R. ALL TERMS AND CONDITIONS INCLUDED**

This Contract and its attachments and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision for this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

(REST OF PAGE HAS BEEN LEFT BLANK INTENTIONALLY)



**SIGNATORY FORM**

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Contract to be executed on its behalf by its duly authorized officer (s) or agent(s).

**AUTHORIZED SIGNATURES FOR  
PROGRAM ENTITLED:  
CONTRACT NUMBER:**

XX Services  
C09-XX

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

**Contractor:  
Vendor**

By: \_\_\_\_\_  
Name: Evelio C. Torres, M.P.A.  
Title: President and CEO  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Federal Employer ID Number:**



ATTACHMENT 1  
STATEMENT OF WORK

A. SERVICES TO BE PROVIDED

To be completed during the contract negotiation process.



ATTACHMENT 2  
PERFORMANCE STANDARDS AND REQUIREMENTS

A. QUARTERLY PERFORMANCE MEASURES

To be completed during the contract negotiation process.



**ATTACHMENT 3**  
**SAMPLE REPORTING REQUIREMENTS**

Required Reporting	Frequency	Due Date	Number and Types of Copies Due	Deliver to the following
Certificate of Status	One time	Within 30 days of contract execution, August 1, 2009	One (1) electronic copy (Excel document) and one (1) hard copy	<p><b>Hard Copy to Coalition's Contract Manager: 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134 And Electronic copy sent to Coalition's Contract Manager email address</b></p>
Certificate of Insurance	One time	Upon contract execution	One (1) electronic copy (Excel document) and one (1) hard copy	
County Staffing Report, Cost Allocation Plan, Emergency Preparedness, and Training Calendar	Within 30 days of contract execution	Within 30 days of contract execution, August 1, 2009	One (1) electronic copy (Excel document) and one (1) hard copy	
Quarterly Performance Goals	Quarterly	First report due on October 15, 2009. Subsequent reports due 15 calendar days after end of each quarter.	One (1) electronic copy (Excel document) and one (1) hard copy	
Invoice with detailed general ledgers	Monthly	First invoice due on August 15, 2009. Subsequent invoices due on the 15 <sup>th</sup> of each following month.	One (1) electronic copy (Excel document) and one (1) hard copy	
Financial Audit	One time	Thirty (30) days after the completion of Auditor's report or nine (9) months after the end of the fiscal year.	One (1) electronic copy (Excel document) and one (1) hard copy	



ATTACHMENT 4  
BUDGET

The Contractor has submitted an approved budget for a not-to-exceed amount of \$XX, which is attached separately.



ATTACHMENT 4  
BUDGET  
Exhibit 1, Invoice

(see attached)



Early Learning Coalition of Miami-Dade/Monroe, Inc.  
RFP#ELCMDM2009-006  
Due Date - Monday, December 4, 2009, 12pm.



**The Early Learning Coalition of Miami-Dade/Monroe, Inc.  
Exhibit B  
Contracted Services Invoice**

Contract #

Name of Organization:		Billing Period (Month/Year):	
Name of Program/Project:		Federal Identification Number:	

	Originally Approved	Current Amt Billed	Previous Amt Billed	Amt Remaining
A. Total Start-up (itemized report & original receipts or certified original attached):				\$ -
B. Total Cost Reimbursement (i.e., Flex Funds) (itemized report & original receipts or certified original attached):				\$ -
C. Pro-rata Rate (Leave Blank if Not Applicable)				\$ -
D. Match Contribution (If applicable, complete section C page 2)	\$ -	\$ -	\$ -	\$ -
E. Total Dollar Value for Units Billed (Section A page 2)	\$ -	\$ -	\$ -	\$ -
F. Net Amount Requested for Reimbursement/Month:		\$ -	\$ -	\$ -
G. Totals	\$ -	\$ -	\$ -	\$ -

*\*Total Does Not Include Match*

H. CERTIFICATION: The undersigned Contractor, as an authorized signature for the contract between The Early Learning Coalition of Miami-Dade/Monroe, Inc. and \_\_\_\_\_ hereby affirms and certifies that the services billed herewith have been delivered to as per agreement, and all clients served have met the program eligibility requirements and that sufficient written information is available to document services. Contractor also represents to the Coalition that no other funding source is used for invoiced services in accordance with the core contract.

Approved Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

FOR Coalition USE ONLY: Accounting Code _____	On Time: Yes _____
	No _____
Contract Manager Reviewer/Date: _____	Date Stamp _____
Director of Contracts & Procurement Approval/Date: _____	
Fiscal Approval/Date: _____	
Comments: Repayment of disallowed units cited in monitoring reports:	





The Early Learning Coalition of Miami-Dade/Monroe, Inc.  
 Exhibit 1  
 Invoice

Contract #  

A. Total of Units Billed	Current Month			Dollar Value				Number of Units				
	Unit Type	Unit Cost	Total Units	Total Dollar Value	Original Contract - Dollars	Amount Billed (current month)	Previous Amount Billed (do not incl current month)	Amount Remaining	Original Contract Units	Amount Billed (current month)	Previous Amis Billed (do not incl current month)	Units Remaining
1			\$ -		\$ -		\$ -			0.00		0.00
2			\$ -		\$ -		\$ -			0.00		0.00
3			\$ -		\$ -		\$ -			0.00		0.00
4			\$ -		\$ -		\$ -			0.00		0.00
5			\$ -		\$ -		\$ -			0.00		0.00
<b>Total</b>			<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

C. Match Contribution: (please complete Section C if match contribution is required. Match may be in Cash or In-Kind.)

Match Documentation for Cash or In-Kind Contributions

		Description of Match	Type of Backup Available
1 Originally Approved Match - Core Contract	\$ -		
2 Current Month Match Amount	\$ -		
3 <b>Subtract:</b> Previously Billed Match Amount	\$ -		
4 Remaining Match Balance	\$ -		

I hereby affirm that the units above are accurate and if indicated, the match described above adds to the agency's ability to provide services in the above contract, and are not derived from any other grant or contract.

\_\_\_\_\_  
Signature

   
Print Name & Title

   
Date



ATTACHMENT 4  
BUDGET, Exhibit 2, Property Approval Form  
(see attached)



### Authorization to Purchase Inventory/Property Items



Authority: Section 273.02, F.S.  
 45 CFR 74.1, 74.30-74.37 (OMB Circular A-110)  
 The program instruction requires a coalition to annually inventory all property that is required to be inventoried under either federal regulations or state law (items with a purchase price of \$1,000 or more). IN ADDITION, the program instruction requires the inventory of electronic equipment with a purchase price of \$250 or more AND ALL computer equipment, regardless of the purchase price.

NAME OF SUBCONTRACTOR:	
GRANT AND/OR PROGRAM:	

ITEM	DESCRIPTION / JUSTIFICATION	TYPE		BUDGETED ?	Estimated cost	TAG NO
		IA > or = \$1,000	IO < \$1,000	(If N, include comments below)		to be assigned by ELC
					\$	-

SIGNATURE OF REQUESTING AGENCY	DATE	NAME AND TITLE (PRINTED)
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** COMMENTS:	
--------------	--

SIGNATURE OF APPROVING AGENCY	DATE	NAME AND TITLE (PRINTED)
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** COMMENTS:	
--------------	--



ATTACHMENT 5  
DEFINITIONS

To be completed during the contract negotiation process.



**ATTACHMENT 6**  
**ASSURANCES AND CERTIFICATIONS**

The Coalition shall not award a grant where the Contractor has failed to accept the Assurances and Certifications contained in this Section. In performing its responsibilities under this agreement, the Contractor hereby certifies and assures that it shall fully comply with the following:

**A. ASSURANCES – NON-CONSTRUCTION PROGRAMS.**

**NOTE:** Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the Grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Shall give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and shall establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
2. Shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicap; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
3. Shall comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.
5. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National



Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

6. Shall cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

Shall comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

## **B. CERTIFICATION OF A DRUG FREE WORK PLACE**

The Contractor assures and guarantees that Contractor shall comply with the Federal Drug Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Florida Worker's Compensation Commission, as follows:

1. Contractor shall publish a statement notifying employees and customers that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace/training site and specifying the consequences of any such employee violation.
2. Contractor shall establish a drug-free awareness program to inform employees and customers of the dangers of drug abuse in the workplace, Contractor's policy of maintaining a drug-free workplace/training site, availability of counseling, rehabilitation, and employee assistance programs, and penalties which may be imposed for drug abuse violation.
3. Contractor shall give a copy of the policy statement to each of Contractor's employees and customers engaged in the performance of activities under this Contract.
4. Contractor shall notify the employees and customers in such statement that as a condition for employment or participation in training under this Contract, the employee and/or customer will abide by the terms of the statement and notify Contractor of any conviction or violation of a criminal drug statute in the workplace/training site not later than five (5) calendar days after the conviction.
5. Contractor agrees to take disciplinary action against any employee or customer convicted for violation of any criminal drug statute in the workplace/training site or require participation in a drug abuse assistance or rehabilitation program in the case of an employee only.
6. Contractor further assures that Contractor will notify the Coalition, within five (5) calendar days, of any criminal drug statute violation by a Contractor's employee or customer.



### C. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Health Insurance Portability and Accountability Act of 1996 requires that covered entities have and apply appropriate sanctions against members of their workforce who fail to comply with Privacy Policies and Procedures of the entity or the requirements of 45 CFR § 164.530 (e) (1). Accordingly, it is the intention of the Coalition to seek to ensure the confidentiality and integrity of consumer or employee protected health information (PHI) as required by law, professional ethics, and accreditation or licensure requirements.

Any person or entity that performs or assists the Coalition with a function or activity involving the use or disclosure of individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates privacy, security and electronic transfer standards which include but are not limited to:

1. Use of information only for performing services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent unauthorized disclosures;
3. Reporting to the Coalition of any unauthorized use or disclosure;
4. Assurances that any agents and subcontractors of Contractor agree to the same restrictions and conditions that apply to the Contractor and provide reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to the Coalition for an accounting of any authorized and unauthorized disclosures; and
8. Making all internal practices, books and records related to PHI available to the Coalition for compliance audits.

PHI shall be maintained in its protected and confidential status regardless of the form or method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including, specifically, a description of the types of uses and disclosures that may be made with protected health information.

Customer and employee PHI shall be regarded as confidential and may not be used or disclosed except to authorized persons for authorized purposes. Access to PHI shall only be permitted for direct customer care, approved administrative or supervisory functions or with approval of the appropriate Contractor staff designated as the Privacy Officer, Executive Director or Human Resource Director by the Contractor.

### D. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

As a condition of the award of financial assistance from the Department of Health and Human Services under the Child Care and Development Block Grant Act of 1990, as amended, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. 45 CFR Part 80 prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, ages, disability, political affiliation or belief on the basis of either citizenship/status as a lawful



- admitted immigrant authorized to work in the United States or participation in any financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination against qualified individuals from participating or receiving benefits in any Federal Assisted Programs on the basis of race, color, or national origin.
  3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
  4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age
  5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contractor also assures that Contractor shall comply with all other regulations implementing the laws listed above. This assurance applies to Contractor's programs or activities funded under the Child Care and Development Block Grant of Act of 1990 and to all agreements the Contractor makes to carry out the financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance.

#### **E. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C--Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting the certification signature page (Enclosure VI. D.) with this application the applicant/ grantee certifies that it will comply with the requirements of the Act. The Contractor further agrees further agrees that it will require the language of this certification be included in any sub-contracts which contain provisions for the children's services and that all subcontractors shall certify accordingly.

#### **F. CERTIFICATION REGARDING CLEAN AIR ACT**

The Contractor certifies to the best of Contractor's knowledge and belief, that Contractor is in compliance with the Clean Air Act, as amended, and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions or federal funding by a Federal department or contractor based upon any violations or non-compliance with the Clean Air Act.



## G. CHILD LABOR LAWS

Contractor shall comply with all applicable federal, state and local child labor laws in carrying out the terms and conditions of this Contract or modification hereto.

## H. PUBLIC ENTITIES CRIME

The Contractor represents that the execution of this Contract will not violate the Public Entity Crimes Act (§ 287.133, FS) which provides that a person or affiliate who is a contractor or consultant and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to the Coalition, may not submit a bid on a contract with the Coalition for the construction or repair of a public building or public work, may not submit bids on leases of real property to the Coalition may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Coalition and may not transact any business with the Coalition in excess of the threshold amount provided in § 287.017, FS, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from the Coalition competitive procurement activities. In addition to the foregoing, Contractor further represents that there has been no determination, based upon an audit, that the Contractor has committed an act defined by § 287.133, FS, as a "public entity crime" and that the Contractor has not been formally charged with committing an act defined as a "public entity crime," regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

## I. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of the Contractor's knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.
2. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative contracts) and that all sub-recipients shall certify and disclose the same accordingly.

## J. CERTIFICATION REGARDING BACKGROUND SCREENING

In accordance with Sections 943.0542, 984.01, Chapter 435, 402, 39.001, and 1012.465 Florida Statutes, as applicable, employees, volunteers and subcontracted personnel, which includes existing and/or any employee hired during the performance of the contract, who work in direct contact with children or who come into direct contact with children must complete a satisfactory Level 2 background screening. Level 2



Background screenings 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 County Public School System (MDCPS). A clearance letter from MDCPS Office of Employment Standards indicating the person has successfully completed a Level 2 screening will be accepted. In addition, an [Attestation](#) of Good Moral Character must be completed annually for each employee, volunteer, and subcontracted personnel who work in direct contact with children. The Contractor shall re-screen each employee, volunteer and/or subcontractor every year for local/municipality, the above-referenced Attestation of Good Moral Character and Sheriff/County and the respective employees' FDLE should be re-screened every five (5) years. All documentation/results of the background screenings for the Contractor's employees will be retained at the Contractor's office location and will be produced upon request of the Coalition. Should any employees, volunteers and subcontracted personnel satisfactory background screening results change, the Coalition must be notified in writing within ten (10) days of receipt by the Contractor.

#### **K. COMPLIANCE WITH SARBANES-OXLEY**

The Contractor shall comply with the following provisions of the Sarbanes-Oxley Act:

1. Contractor agrees not to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation;
2. Contractor agrees not to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse.

#### **L. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION AND OTHER MATTERS**

The Contractor certifies to the best of Contractor's knowledge and belief, to the followings:

1. The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or contractor.
2. The Contractor has not, within a three-year period preceding the commencement of this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. The Contractor is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph C (2) of this certification.



4. The Contractor shall comply with the Coalition's Conflict of Interest and State of Florida Code of Ethics, Section 112.311, FS.; and the Contractor agrees to abide by and be governed by these conflict of interest laws throughout the course of this Contract and in connection with its obligations hereunder.
  
5. The Contractor shall comply with this Section with regards to Contractor's Subcontractors. Contractor shall ensure and require the same certification from its Subcontractor(s), which shall be forwarded to the Coalition along with the request to subcontract as required by this Contract.

The Contractor also assures that it shall comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I – financially assisted program or activity. The Contractor understands that Coalition and the United States has the right to seek judicial enforcement of the assurance.

By signing this Contract the Contractor makes the certifications and assurances shown in this article.

Vendor

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

