



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

REQUEST FOR PROPOSAL# ELCMDM2008-001

for

QUALITY MATERIALS

ISSUED MARCH 3, 2008

DEADLINE FOR RECEIPT OF RESPONSES

MARCH 21, 2008 @ 12:00 P.M. EST

Submit Responses to:

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

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

SECTION 1: GENERAL INFORMATION

1.1 Background

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

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

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

1.2 Statement of Purpose

The purpose of this Request for Proposal (hereinafter referred to as "RFP") by the Early Learning Coalition of Miami-Dade/Monroe County, Inc., (hereinafter referred to as "Coalition"), is to issue a contract(s) for **Quality Materials**. Through the RFP, the Coalition will select a single or multiple Proposers 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 **April 15, 2008** and end on **June 30, 2008** 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.

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

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:

Ury Vergara
Contracts Manager
Early Learning Coalition of Miami-Dade/Monroe County, Inc.
2555 Ponce de Leon Blvd., Suite 500
Coral Gables, FL 33134
Email: uvergara@elcmdm.org
Phone: 305-646-7220 Ext. 256

2.2 Proposer Disqualification

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

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

- a) Previously failed to satisfactorily perform in a Contract with the Coalition, been notified by the Coalition of the unsatisfactory performance and failed to correct the unsatisfactory performance to the satisfaction of the Coalition; or ,
- b) Had a Contract terminated by the Coalition, by any other State agency, or by any Children's Services Council for cause

2.3 Cone of Silence

All parties to this solicitation are bound by the "Cone of Silence" surrounding solicitations and prohibitions against ex parte communication. These policies prohibit communications regarding this

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

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

(The remainder of this page left intentionally blank)

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

APPLICATION TIMETABLE / IMPORTANT DATES *

ACTIVITY	DATE	TIME	ADDRESS
Quality Materials Request for Proposals Advertised	March 3, 2008	N/A	Notice of RFP posted on the AWI and ELC websites.
Notice of Intent to Submit Application to be received	No later than: March 11, 2008	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	March 14, 2008	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	March 18, 2008	5:00 PM	Responses to Inquiries posted on ELC website.
Sealed Applications must be received	March 21, 2008	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	March 24, 2008	9:00 AM	Early Learning Coalition Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Floor Five Coral Gables, FL. 33134
Meeting of the Evaluation Committee	March 24, 2008	TBA	Early Learning Coalition Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Floor Five Coral Gables, FL. 33134
Coalition Board Executive Committee review and approval of Evaluation Committee recommendations	TBA	TBA	Coalition Board of Directors Meeting Early Learning Coalition Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Floor Five Coral Gables, FL. 33134
Posting	April 7, 2008 through April 11, 2008	N/A	Contract Award posted on ELC website.
Initiation of Contract Negotiations	TBA	TBA	TBA
Effective Date of Contract	April 15, 2008	N/A	N/A

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

(The remainder of this page left intentionally blank)

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

The Deadline to Submit a Proposal is:
March 21, 2008 by 12 p.m.
Eastern Standard Time
Coalition's Clock

All responses should be marked:
**"RFP # ELCMDM2008-001
QUALITY MATERIALS"**

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 **March 11, 2008, at 5:00 p.m. (EST)** to the person listed in Section 2.1 above. 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 Ury Vergara or email to uvergara@elcmdm.org on or before 5:00 p.m. (EST) **March 14, 2008** 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 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., on March at 2555 Ponce De Leon Blvd., Suite 500, Coral Gables, FL 33134.

2.6 Acceptance/Rejection of Proposals and Waiver of Minor Irregularities

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

2.7 Notice of Contract Award

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

2.8 Protests and Disputes

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

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

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

a) Issues Subject to Appeal

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

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

b) No appeal shall be permitted if:

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

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

2.9 Evaluation Process

The Coalition shall conduct a comprehensive review of the responses to the solicitation by convening a proposal evaluation committee. The composition of the evaluation committee will depend on the total potential dollar value of the award and whether it is programmatic or administrative as determined by the Board Finance Committee. Responses will be evaluated using the RFP Evaluation Form which has two sections, Initial Screening and Qualitative Evaluation Criteria. The initial

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

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

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

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

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

Scoring Factors for Packages	Points
1. In the proposal, did the proposer provide the lowest price for the listed items?	45
2. Did the proposal provide adequate descriptions for the items that allowed for the determination of the quality of the product?	10
3. In proposing a plan to meet invoicing and delivery requirements, did the proposal indicate what will be done and how it will be done to ensure proper implementation of these required procedures?	30
4. Did the proposer indicate their willingness to participate in a Materials' Fair to showcase the items in the requested packages? The tentative date is the week of April 15-18.	5
5. In providing the description and prices for packages, did the proposer provide information on the requested items and NOT present substitutions for any items or OMIT any items from the package?	10

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

Scoring Factors For Comprehensive List of Materials	Points
1. In the proposal, did the proposer provide the lowest price for the listed items?	40
2. Did the proposal provide adequate descriptions for the items that allowed for the determination of the quality of the product?	25
3. In proposing a plan to meet invoicing and delivery requirements, did the proposal indicate what will be done and how it will be done to ensure proper implementation of these required procedures?	35

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 Quality Materials, which have been included for review. The Coalition Quality Initiative will provide materials and supplies which support and enhance early language literacy, pre-reading, and early math concepts development. Additionally, providers will receive resources that promote inclusive early learning and the social and emotional development of children attending their centers.

3.2 Specifications

Each Proposer will provide the costs for Quality Materials categories, such as furniture, as well as provide the total costs for the packages. Please provide the item number, brief description, page # and price that pertain to each of the indicated items on (Appendix B).

- a. If you do not offer the listed item in your catalog, please DO NOT substitute items, simply leave that item blank.
- b. Please expand the row that contains the item number, description and dimensions as necessary, but do so by making it WIDER down the page; not longer across the page.
- c. If an item is listed twice, please offer two different items that you have in this category. For example, soft activity materials for infants are listed twice, so please provide two different activity mats that you offer in your catalog.
- d. Quotes for packages should be given with the assumption that a minimum of 25 of them will be ordered with a maximum possible of 145 or more of a single package.

Each proposer shall submit a plan to meet invoicing and delivery requirements listed below:

- a. Provide ELC with duplicate packing slips as items are shipped to providers. Orders for Comprehensive List of Materials will be placed monthly through May 1st, 2008. If you can not meet this timeline, notification to ELC should be received by May 1, 2008.
- b. For ELC tracking purposes, provide a "Bill of Lading" which includes Purchase Order (PO) number.

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

- c. **Drop Ship items:** Drop ship items by 5:00 pm to the designated shipping location; signature required by recipient. All items, including shelving, cribs and other large items should be delivered into the center or family home. Inside delivery required. Vendors should provide a 'default plan' for providers who will inevitably be told by freight companies that inside delivery is not available, such as a vendor telephone number.
- d. **Shipping Charges:** NO Shipping charge. Prices should reflect delivery fee, if any.
- e. **Proof of Delivery:** Proof of delivery to center/home to be provided to ELC within 14 days of receipt between start of contract and June 1, 2008.
- f. **Discounts:** The best possible discount on materials should be submitted to ELC because of the potential in the volume of materials that will be purchased.
- g. **Backorder items:** ELC will accept back orders only for comprehensive list of materials within reason as long as a projected availability date is supplied and guaranteed. Backorders will not be accepted for packages.
- h. **Return or Exchange of items:** Do not accept the return or exchange of any items; unless they are damaged. Providers can not exchange materials for other items.
- i. **Damage Items:** If a provider contacts a vendor because of a damaged item, please direct them to the ELC. This is the only way to match any credits that may be received and also to ensure replacement with the same item. ELC will facilitate the exchange process.
- j. **Purchase Orders:** Providers will not place their own orders. Orders will be approved by ELC through the use of a Purchase Order.
- k. **Materials Fairs:** All vendors must participate in several county-wide "Materials Fairs" to exhibit their items for "selected packages" only. Tentative date is April 15-18, 2008. Providers will attend these events and make selections.
- l. If a vendor is selected for a "Package" or "Comprehensive List of Materials supplier as part of the Quality Initiative, an electronic file will need to be submitted to ELC that contains the catalog photo of selected item(s) accompanied by a brief description of each item(s).
- m. **Sample:** If ELC needs additional specifications on an item, vendors may be asked to provide a sample of particular items during the review stage. This is to ensure the quality of the items from each vendor.
- n. The ELC must be made aware of any recalls for any items ordered through this Request for Proposal.

SECTION 4: INVOICING AND PAYMENT OF INVOICES

The Contract resulting from this RFP will be a Firm Fixed Rate 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.

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

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

Invoice Procedures: Invoices for this Comprehensive List of Materials or Packages should be submitted in a timely manner directly to ELC; never to a provider, considering the following:

- Original invoice is required for payment
- Invoices should be linked directly to the Purchase Order number which will be issued per center per vendor
- Invoices should include the Purchase Order and order number.
- No "pro forma" invoices will be accepted
- Invoices must reflect quoted price or less.
- Invoices must be accompanied with packing slip, "Bill of Lading" or other shipping document.

SECTION 5: CONTRACT PROVISIONS

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

SECTION 6: INSTRUCTIONS TO VENDORS

6.1 Response Content

A completed Proposal consists of the following:

1. Title Page containing the following:
 - a) Early Learning Coalition of Miami-Dade/Monroe, Inc.
 - b) Title of RFP For Quality Materials
 - c) Request for Proposal Number ELCMDM2008-001
 - d) Proposer's Name
2. Proposal Responses
3. Proposed Rate Schedules and Budget
4. Required Statements and Certifications
 - a) Request for Acceptance of Contract Terms and Conditions Form (Exhibit 2)
 - b) Request for Proposal Acknowledgement Form (Exhibit 4)
 - c) Request for NON-COLLUSIVE AFFIDAVIT Form (Exhibit 5)
 - d) Request for STATEMENT OF NO INVOLVEMENT Form (EXHIBIT 6)
 - e) Request for CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTION Form (EXHIBIT 7)
 - f) Request for SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES Form (EXHIBIT 8)

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

- g) Request for NON- DISCRIMINATION STATEMENT Form (EXHIBIT 9)
- h) Request for CERTIFICATION REGARDING LOBBYING Form (EXHIBIT 10)
- i) Request for CERTIFICATION REGARDING DRUG-FREE WORKPLACE Form (EXHIBIT 11)
- j) Request for REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM (EXHIBIT 12)
- k) Request for NON-COLLUSIVE AFFIDAVIT Form (EXHIBIT 13)
- l) Request for FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS (EXHIBIT 14)

6.2 Format

Respondent(s) shall submit to the Coalition an original and six (6) copies of the response in a sealed envelope or container, as well as an electronic copy of the response submitted on a compact disk as PDF Files viewable in Adobe Acrobat Reader. Each original and copy of the application and supporting documents should have the name of the agency, the program name, and the designation "original" or "copy" clearly marked on each outside cover. The originals and all copies should then be securely sealed in an envelope or other container and clearly labeled "Application for Quality Materials," 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., March 21, 2008. 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.

<p>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.</p>
--

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

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 Response to Need and Purpose

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

6.6 Proposed Budget

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

6.7 Acceptance of Contract Terms and Conditions

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

6.8 Statement of No Involvement

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

6.9 Certification Regarding Debarment

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

6.10 State of Florida Public Entity Crime

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

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

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

evaluated. Respondents must complete and submit Exhibit 8, SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

6.11 Trade Secrets

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

6.12 Cost of Preparation of Proposal

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

6.13 Other Required Information

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

(The remainder of this page left intentionally blank)

REQUEST FOR PROPOSAL
ELCMDM2008- 001

EXHIBIT 1

NOTICE OF INTENT TO SUBMIT A PROPOSAL

Name of Company

Contact Person & Title

Address

Telephone: _____

Fax: _____

Email: _____

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

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.

REQUEST FOR PROPOSAL
ELCMDM2008- 001

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

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

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

Evaluation Committee
Qualitative Evaluation Criteria

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

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

Scoring Factors for Packages

1. In the proposal, did the proposer provide the lowest price for the listed items? **Maximum - 45 Points.**
Evaluator Comments: _____

_____ Score: _____

2. Did the proposal provide adequate descriptions for the items that allowed for the determination of the quality of the product? **Maximum - 10 Points.**
Evaluator Comments: _____

_____ Score: _____

3. In proposing a plan to meet invoicing and delivery requirements, did the proposal indicate what will be done and how it will be done to ensure proper implementation of these required procedures? **Maximum - 30 Points.**
Evaluator Comments: _____

_____ Score: _____

4. Did the proposer indicate their willingness to participate in a Materials' Fair to showcase the items in the requested packages? The tentative date is the week of April 15-18. **Maximum - 5 Points.**
Evaluator Comments: _____

_____ Score: _____

5. In providing the description and prices for packages, did the proposer provide information on the requested items and NOT present substitutions for any items or OMIT any items from the package? **Maximum - 10 Points.**
Evaluator Comments: _____

_____ Score: _____

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

Scoring Factors for Comprehensive List of Materials

1. In the proposal, did the proposer provide the lowest price for the listed items? **Maximum - 40 Points.**

Evaluator Comments: _____

_____ Score: _____

2. Did the proposal provide adequate descriptions for the items that allowed for the determination of the quality of the product? **Maximum - 25 Points.**

Evaluator Comments: _____

_____ Score: _____

3. 3. In proposing a plan to meet invoicing and delivery requirements, did the proposal indicate what will be done and how it will be done to ensure proper implementation of these required procedures? **Maximum - 35 Points.**

Evaluator Comments: _____

_____ Score: _____

REQUEST FOR PROPOSAL
ELCMDM2008- 001

EXHIBIT 4

REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM

Proposer Name

Proposer Mailing Address

City State Zip Code

Point of Contact Title

Telephone Number Fax Number

Email Address Website Address

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

Typed Name and Title

Signature

Date

REQUEST FOR PROPOSAL
ELCMDM2008- 001

EXHIBIT 5

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of _____

_____ being first duly sworn deposes and says that:

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

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

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

Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly with any other proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any proposer, firm or person to fix the price or prices in the attached Proposal or any other proposer or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

State of Florida

County of _____

On this the ____ day of _____, 20__, before me, the undersigned Notary Public of the State of Florida, personally appeared _____ Name of individual(s) who appeared before notary and whose name(s) is/are subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

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

Personally known _____ Or produced identification _____

Name of Notary: _____ Notary Public - State of _____

My commission expires _____

Printed type of stamp

REQUEST FOR PROPOSAL
ELCMDM2008- 001

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: _____

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

EXHIBIT 7

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

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

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Federal department or agency;
 - (b) Have not within a three-year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicated for, or otherwise criminally or civilly changed by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Company

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

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 a n 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.

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

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

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

___ The entity this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charges with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

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

Signature

Sworn to and subscribed before me this _____ day of _____ 20_____.
Personally known _____ Or produced identification _____

Name of Notary: _____ Notary Public – State of _____

My commission expires _____
Printed typed of stamped

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

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

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

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 appropriate 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

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

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

EXHIBIT 11

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.

I, _____, the undersigned, in representation of _____, the Provider, attest and certify that the Provider will provide a drug-free workplace, by the following actions.

- A. Publishing a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Provider's workplace and specifying the actions that will be taken against employees for violation of such problem.
- B. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining of drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph 1.
- D. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the Agreement, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected Contract/Grant.
- F. Taking one of the following action, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is no convicted.
 - 1. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local, health, law enforcement or other appropriate agency

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

- G. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

- H. Notwithstanding, it is not required to provide the workplace address under the Agreement. As of today, the specific sites are known and we have decided to provide the specific address with the understanding that if any of the identified places change during the performance of the Contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific Contract including street address, city, state, and zip code:

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

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

CERTIFICATION

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

Typed Name and Title

Signature

Date

REQUEST FOR PROPOSAL
ELCMDM2008- 001

EXHIBIT 12

REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM

Proposer Name

Proposer Mailing Address

City

State

Zip Code

Point of Contact

Title

Telephone Number

Fax Number

Email Address

Website Address

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

Typed Name and Title

Signature

Date

REQUEST FOR PROPOSAL
ELCMDM2008- 001

EXHIBIT 13

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of _____

_____ being first duly sworn, deposes and says that:

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

State of Florida

County of _____

On this the ____ day of _____, 2005, before me, the undersigned Notary Public of the State of Florida, personally appeared _____ Name of individual(s) who appeared before notary and whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

Sworn to and subscribed before me this _____ day of _____ 20____.
Personally known _____ Or produced identification _____

Name of Notary: _____ Notary Public – State of _____

My commission expires _____
Printed typed or stamped

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

EXHIBIT 14

FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

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

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMS 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 OMS 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 OMS Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMS 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 OMS 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.

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

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.

REQUEST FOR PROPOSAL
ELCMDM2008- 001

APPENDIX A
APPLICATION COVER SHEET

Early Learning Coalition Miami-Dade/Monroe Application Form
RFP #ELCMDM2008-001
Quality Materials

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

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

Name/Position of Person Completing Application: _____
Email Address: _____ Phone: _____
Executive Director/CEO: _____ Phone: _____
Email: _____ Fax: _____
Chief Financial Officer _____ Phone: _____
(If Applicable): _____
Email: _____ Fax: _____
Board President
(If Applicable): _____
Title: _____ Company: _____
Mailing Address: _____

REQUEST FOR PROPOSAL
ELCMDM2008- 001

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)

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

**APPENDIX B
List of Packages**

Package A: Infant Furniture	
(2) Clearview drop-side crib and mattress Description:	
Total Package Price:	\$
Package B: Infant/Toddler Furniture	
Step-up Changing Island Description:	
Wall Locker Description:	
Total Package Price:	\$
Package C: Infant Furniture	
(2) Small "Walkaround" Shelves Description:	
Infant Book Display Description:	
5'x7' Oval Rug Description:	
Total Package Price:	\$
Package D: Toddler Furniture	
Toddler Book Display Description:	
Seating Group (Set of 2 or 3) Description:	
Storage Unity 18"Hx48"W Description:	
Total Package Price:	\$
Package E: Preschool Furniture	
(4) Storage Units 30"Hx48"W Description:	
Total Package Price:	\$

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

Package F: Preschool Rug and Library Shelf

Rectangle Carpet 5'10" x 8'4" Description:	
Matching Carpet Squares Description:	
2-sided Display Mobile Library Description:	
Total Package Price:	\$

Package G: Infant Language/Fine Motor

Item	Description
Toddler Manipulative Library Washable Soft Baby Dolls (Set of 4) Sensory Snap Beads Giant Knob Puzzle Set Roller and Puller Collection Stack and Nest Sensory Toys Giant Fun Beads My First Peg Board Set Toddler Board Book Set Touch and Feel Baby Board Books Photo Cubes	
Total Package Price:	\$

Package H: Science and Math

Item	Description
Tactile Sandpaper Numbers Sorting Board Counting Color Cubes Beginning Sorting Set and Tray Math Counts Book Series Set Domino Set (set of 240) Primary Bucket Balance Color Paddles Magnet Wand Set (2) Big Measuring Tapes Sensory Dome Hand Magnifiers Human X-Ray Set Giant Magnetic Numbers (3 sets) Giant Sand Timers Healthy Habits Book Set Going to the Dentist Teaching Kit Going to the Doctor Teacher Kit	
Total Package Price:	\$

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

Package I: Blocks

Item	Description	
Junior Hollow Blocks Vehicle Fun Set (15 vehicles) Large Soft Farm Animals Dinosaur Animal Set Soft Zoo Animals Arches and Tunnel Block Set		
Total Package Price:		\$

Package J: Preschool Language/Literacy

Item	Description	
Foam Alphabet Learning Stamps A-Z Classroom Letter Center 18"x24" Magnet Write and Wipe Board 2" Magnetic Letter Set (90 pieces) Phonemic Awareness CD Read-Along Set Washable Marker Classroom Box Magnetic Dry Erase Boards Classroom Set of 12 Alphabet Book Set Magic Boards (Set of 10)		
Total Package Price:		\$

Package K: Riding Toys

Item	Description	
Giant Safety Signs (2) 12" Trikes for Preschoolers (2) Push and Ride Racers for Toddlers (2) Push and Ride Trikes for Toddlers (2) X-Small Toddler Safety Helmets (2) Preschool Safety Helmets		
Total Package Price:		\$

REQUEST FOR PROPOSAL
ELCMDM2008- 001

Comprehensive List of Materials

Item Name	Item Number, Brief Description and Dimensions	Page #	Quantity	Price \$
Furniture				
INFANT/TODDLER FURNITURE				
Clear-view drop side crib & mattress				
Evacuation Crib				
Folding Crib				
Foot Step Diaper Pail				
Infant Changer and Storage Center				
Step-up Changing Island				
Diaper Supply Wall Unit				
Safe Rocker/Glider Rocker				
Crib Sheets				
Step-up and Wash (steps to reach sink)				
Toddler Chair 5"				
Toddler Chair 6"				
Toddler Chair 8"				
Wood Laminate Tables adjust to 12-16"H and seats 4-6 toddlers:				
Round Table for Toddlers				
Square Table for Toddlers				
Rectangle Table for Toddlers				
Kidney Shape Table for Toddlers				
Bench for Two (14 1/4" D)				
Toddler Stackable Cots				
Toddler Wooden Storage Unit (24"H)				
Toddler Fold-N-Lock Storage Unit (24"H)				
Toddler Wooden Storage Unit (14"H)				
Rest and Storage Bench ((11"H)				
Walkarounds 9(13"H)				
Infant Book Display (11 1/2" H)				
Soft Seating Set for Toddlers				
Toddler Book Display (24"H)				
Toddler Kitchen Set (Wooden) up to 4 pieces				
Back Jack Chair				
Watch-Me Walk Safety Bar/Mirror Set				
Horizontal Baby Mirror				
Wall Mirror (48"W x 24" H)				
Wall Mounted Changeable Display Center				
Toddler Paint Easel (31"H x 20"W)				
Pillow Sets				
Soft Activity Mat Type 1				
Soft Activity Mat Type 2				
Photo Mat				
Soft Toddler Climber Type 1				
Soft Toddler Climber Type 2				
6' x 9' Rug				
Oval Rug to seat 12-16 children				
Oval Rug to seat 24-30 children				
Rectangle Rug to seat 24-30 children				

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

Item Name	Item Number, Brief Description and Dimensions	Page #	Quantity	Price \$
PRESCHOOL FURNITURE				
Stacking Chairs (9.5"H)				
Stacking Chairs (12" H)				
Wood Laminate Tables :adjust to 20-30H" and seats 8 children:				
Rectangle Table for Preschoolers				
Round Table for Preschoolers				
Kidney Shape Table for Preschoolers				
Wood Laminate Tables :adjust to 20-30H" and seats 4 children:				
Rectangle Table for Preschoolers				
Round Table for Preschoolers				
Kidney Shape Table for Preschoolers				
Stackable Cots for Preschoolers				
Cot Covers				
Soft Seating Set for Preschoolers				
2-Station Art Easel				
20-Tray Wooden Cubby Storage Unit				
Set of Clear Trays				
Crate Storage System (set of 12)				
Wooden Single Storage Unit (30"H)				
Wooden Single Storage Unit (24"H)				
Wooden Fold/Lock Storage Unit (30"H)				
Wooden Fold/Lock Storage Unit (24"H)				
Wooden Double-Sided Storage Unit(24"H)				
Double-Sided Library Stand(29"H)				
Wooden Kitchen Set for Preschoolers (up to 4 pieces in the set)				
Dress-up Island				
Computer Desk/Station				
Workbench with vise				
5-Section Wall Locker				
Kiddie Rockers				
Cozy Lounger				
Pillow Sets for Preschoolers				
Conversation Pit				
Mini-loft				
Literacy Writing Center/Desk				
Tabletop Big Book Easel				
Outdoor Fence Easel				
Mobile Listening Center				
Audio Locking Cabinet				
Teacher's Locking Storage unit (61"H)				
Teacher's Locking Wall Unit (48"W)				

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

Item Name	Item Number, Brief Description and Dimensions	Page #	Quantity	Price \$
Gross Motor/Outdoor Play				
Lockable Outdoor Storage Shed				
Rainbow Parachutes (20 handles)				
Activity Ball Set				
Soft Ball Set (infants and toddlers)				
Bean Bag Set				
Indoor/Outdoor Equipment Cart				
Heavy Duty Wheelbarrow				
Basketball Portable Hoop				
Rocking Boat				
Giant Traffic Signs				
Red Wagon				
Tandem Trike				
Trike (10")				
Trike (12")				
Safety Helmet-preschoolers				
Safety Helmet-toddlers				
Pedal Farm Tractor				
Plastic Lawn Mower				
Table and Umbrella Set (Molded Plastic)				
Push and Ride Toddler Racer				
Push and Ride Trike				
Haul and Ride Truck				
Hopscotch				
Ring Toss				
Balance Beam				
Rainbow Cones				
Gross Motor Hoops				
Tactile Ball Set				
See-through Tunnel				
Build-A-Path Markers				
Supersized Lightweight Blocks (set of 7)				
Jumbo Builder Bricks (vinyl blocks)				
Pull-Along Puppies				

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

Item Name	Item Number, Brief Description and Dimensions	Page #	Quantity	Price \$
-----------	---	--------	----------	----------

Learning Environment Materials

GENERAL				
Classroom Labeling System				
Digital Camera with p\Printer				
Take-Home Learning Packs				
Take-Home Learning Packs Spanish				
Take-Home Pack Storage Rack				
Photo Cubes for Infants & Toddlers				
Baskets with liners				
Wooden Basket Set				
Outer Banks Gathering Basket (18"D)				
Outer Banks Gathering Basket (14"D)				
Outer Banks Gathering Basket (12"D)				
Nestling Baskets (set of 3)				
LANGUAGE REASONING				
Favorite Rhymes Board Book Set				
Baby Basics Board Book Set				
Classic Board Book Set				
Eric Carle Board Book Set				
Rhyming Stories Board Book Set				
Touch and Feel Baby Board Book Set				
Baby Signs Board Book Set				
Cuddly Book Set				
Black and White Book Set				
Toddler Board Book Set				
Textured Board Book Set				
Alphabet Book Set				
Cloth Book Set				
Phonemic Awareness Book Set				
Rhyming Book Set				
Spanish Emergent Readers Book Set				
Different Abilities Book Set				
Character Building Book Set				
Celebrating Diversity Book Set				
Environment Book Set				
Fun With Math Book Set				
Science Book Set				
Five Senses Book Set				
Timeless Tales in Spanish				
Daily Routine Library				
Multicultural Board Book Collection				
Rhyme, Rhythm and Song Library				
Animal Homes Books and Puppets				
Early Childhood Classics Book Set of 25				
CD Phonemic Awareness Read Along Set				
CD Classroom Classics Read Along Set				
Multicultural Family Puppets				
Flannel Board Families				
Family Puppets (All families)				
African Animal Puppets				
What Do You Want To Be? Puppets				
6-person Listening Center(include storage)				
Graphing Chart				
Books on Tape Collection				
18"x24" magnetic Write and Wipe Board				
2" Magnetic Letter Set (90 pieces)				
Chunky Magnetic Plastic Letters				
A-Z Foam Classroom Letter Center				
Tactile Letters				
Wooden Alphabet Puzzle (Uppercase)				
Wooden Alphabet Puzzle (Lowercase)				
Giant Clear-View Alphabet Stamps				
Word Building Puzzles				
Tactile Numbers and Letters Block Set				
Alphabet and Number Stamps				
Foam Alphabet Learning Stamps				
Write and Wipe Boards (set of 10)				
Magic Boards (set of 10)				

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

Item Name	Item Number, Brief Description and Dimensions	Page #	Quantity	Price \$
INFANT/TODDLER FINE MOTOR				
Lace-A-Shape				
Snap Beads				
Click 'N Link toys				
Mini Stars Connectors				
Giant Activity Pegs				
Stacking Activity Cubes				
Soft Sensory Balls				
Stack and Nest Sensory Toys				
First Knob Puzzle Set				
Chunky Puzzle Sets				
Shape Sorter Blocks				
My First Pegboard Set				
Soft and Safe Building Blocks				
Toddler Manipulative Set #1				
Toddler Manipulative Set #2				
Giant Chain Links				
Animal House Wooden Shape Sorter				
Giant Nuts and Bolts				
Stacking Cups				
Mini Orchestra (rattles and shakers)				
PRESCHOOL FINE MOTOR				
Math Links				
Pattern Blocks				
Hardwood Alphabet Blocks				
Hardwood Number Blocks				
Sorting Toys and Trays				
Easy Grip Safety Tweezers (set of 12)				
Lego DUPLO Basic set Medium Bricks				
Lego DUPLO Community Workers				
Mobilo				
Magnetic Building Shapes				
Magneatos				
Sticky Bricks/Thistle Blocks Building Set				
Interstar Links/Rings				
Dominoes				
Ringa-Majigs				
Snap Blocks				
Tall Stacker Pegs and Pegboard Set				
Real Families Puzzle Set				
Diversity Awareness Puzzle Set				
Early Childhood Puzzles Set				
Sea Life Puzzle Set				
Safety Sign Knob Puzzle				
Traditional Clothing Puzzle Set				
Multi-ethnic Careers Puzzle Set				
Large Shapes Knob Puzzle				
Shape Sorter Boards				
Fruit and Vegetable Puzzles				
Latches Board				
Learn and Dress Dolls				
Zoob Set				
Tower-ifics				

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

Item Name	Item Number, Brief Description and Dimensions	Page #	Quantity	Price \$
ART				
Art Smocks (set of 10)				
Gallon Washable Liquid Tempera Paint (set of 10 colors) with pump				
Heavy Duty Chubby Paint Brushes (10)				
Paint Scrapers				
Non-spill Paint Cups				
Fun, Floppy Foam Brushes				
Dots and Dashes Painter Set				
Letter Handle Sponges				
Crayon Classroom Set (Jumbo)				
Crayon Classroom Set (Large)				
Crayon Classroom Set (Regular)				
Colored Pencils Classroom Box				
Washable Marker Classroom Box				
Collage Kit				
Big Box of Art Materials				
Model Magic Class pack				
Air Dry Clay				
Jumbo Stamp Pads				
Tape Dispenser w/ Colored Tape (10+ rolls)				
Scissor Stand				
Scissor Classroom Pack (12)				
Gallon Washable Glue Bottle (5)				
Construction Paper Variety Packs (50)				
Dry Erase Marker (set of 8)				
Fun Dough Kit				
Molding Clay				
MUSIC				
CD/Cassette Player				
Gregg and Steve CD set				
Fitness Fun CD set				
Ella Jenkins CD set				
Raffi Collection CD set				
All About Me CD Collection				
Movement and Motion CD Collection				
25-35 piece Rhythm Band Set				
Floor Tom Drum				
Global Music Set				
Baby Band Set				
Toddler Jambourines				
Rainbomakers and Rainboshakers				
Multicultural Instrument Set				
BLOCKS				
Builder Block Set Storage Shelf				
170-200 piece Unit Block Set				
Arches and Tunnels Blocks				
Standard Maple Hollow Blocks				
Junior Hollow Blocks				
Sand Blocks				
Water Blocks				
Block Play Traffic Signs				
Skyscraper Block Set				
Wooden Color Blocks				
Vinyl Family Figures (all families)				
Vinyl Career Figures				
Vinyl Friends with Diverse Abilities				
Plastic Hollow Blocks (34 piece)				
Wooden Community Vehicles Set				
Wooden Work Truck Set				
Wooden Transportation Set				
Baby's First Vehicle Set (Set of 3)				
Worldwide Zoo Animals				
Large Soft Farm Animal Set				
Soft Squeezable Dinosaur Set				
Real-Life Tool Set				
Textured Jumbo Blocks				
Brick Blocks				
Classic Builder Blox				
Grid Blocks				
Giant Foam Blocks				

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

Item Name	Item Number, Brief Description and Dimensions	Page #	Quantity	Price \$
NEA/NIS/TODDLERS BLOCKS				
Stack-Up Shape Sorting Blocks(set of 5)				
Tactile Blocks (set of 3)				
ABC Nesting Blocks (set of 3)				
Soft Baby Blocks (set of 12)				
Knock-Knock Blocks (set of 16)				
Soft ABC Blocks				
Foldable Toy Boxes				
Heavy Duty Big Truck Set				
SAND/WATER				
Sand and Water Table 24"H Preschool				
Sand and Water Table 22"H Toddlers				
Water Play Set				
Sand Play Set				
Sand & Water Activity Tubs/Bins (set of 4)				
Scoop and Sifter set				
Super Mixer (for ages 18mths and up)				
Outdoor Sand Table with Umbrella				
DRAMATIC PLAY				
Ethnic Soft Doll Set (set of 8-10)				
Special Needs Equipment Doll Collection				
Soft Multicultural Dolls (set of 8-10)				
Vinyl Newborn Babies (set of 5)				
Wooden Doll Crib				
Housekeeping Set and Stand (broom,etc)				
Complete Set of Plastic Food				
"Healthy" Food Set				
Real Life Cooking Set				
Shopping Cart				
Cash Register				
Set of 5 Shopping Baskets				
Career Hats				
Set of Career Costumes				
Set of Multi-Ethnic Costumes				
Police Officer & Firefighter Vest Costumes				
Construction Worker Vest & Hat				
Medical Turn-About Costume				
Wooden Mailbox				
Stand-up Mirror				
Just for Fun Camera				
Chatter Telephone				
Play Phone set				
Wooden iron/ironing board				
Mailman Set (mailbox and mailbag)				
NATURE/SCIENCE/HEALTH				
Magnet Set				
Magnet Wands Set (set of 12)				
Heavy Duty Magnifier Center				
Prisms (set of 6)				
Human X-Ray Set				
Animal X-Ray Set				
Color Viewers				
Color Paddles (set of 6)				
Sprout and Garden Window				
Kid's Garden Tools				
Binoculars (6)				
Pretend Gym Bag				
Stethoscope				
Talking Microscope				
Bug Watch Kit				
Sensory Dome				
Going to the Dentist Teaching Kit				
Going to the Doctor Teaching Kit				
Healthy Habits Poster Set				
Healthy Habits Book Set				

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

Item Name	Item Number, Brief Description and Dimensions	Page #	Quantity	Price \$
MATH/NUMBER				
Math Bingo Game Set				
Play and Learn Math Games Set				
Tangrams Classroom Set				
Pattern Blocks Set				
Peg Number Boards				
Magnetic Numbers and Counters Set				
Tactile Numbers				
All Purpose Classroom Balance				
Stacking Balance				
Primary Bucket Balance				
Giant Sand Timers				
Jumbo Lacing Numbers				
Roll and Learn Pocket Cubes				
Frog Sorting Set				
Giant Classroom Thermometer				
Measuring Spoons and Cups				
Sorting Board				
Counting Color Cubes				
Domino Set				
Math Counts Book Series				
Picture Number Word Puzzles				

APPENDIX C
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), dated as of March 1, 2008 ("Effective Date"), is entered into between EARLY LEARNING COALITION OF MIAMI-DADE/MONROE, INC., a Florida Not-for-Profit corporation ("Coalition") and XXXXX ("Consultant"). The Coalition and the Consultant are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

1. **Work.** The Contractor agrees to provide XXXXX services and more specifically the Consultant shall perform work for the Coalition as described in Attachment 1, attached hereto, and made a part hereof ("Work"). Attachment 1 shall be amended from time to time to reflect changes in the Work ("Changes"). Such Changes shall be incorporated into this Agreement and become part hereof as if initially attached to this Agreement. To the extent that Changes would not require a material increase in the amount of time required to perform the Work or require Consultant to retain additional personnel, Coalition shall make Changes without the Consultant's prior consent. All other Changes shall require the prior written consent of the Parties.
2. **Term.** The term of this Agreement shall commence effective April 15, 2008 or on the date on which the Contract has been signed by the last party required to sign it, whichever is later, and shall terminate on June 30, 2008 (the "Initial Term"), unless sooner terminated or extended in accordance with the terms of this Section. Coalition shall extend the Initial Term for one or more additional months (each an "Extension Term") upon fifteen (15) days written notice prior to the expiration of the Initial Term or from any Extension Term ("Initial Term" and "Extension Term" are collectively referred to as a "Term"). Coalition may terminate this Agreement at any time with or without cause, including for convenience, immediately upon written notice to the Consultant. Consultant may terminate this Agreement with or without cause, including for convenience, upon one (1) week's prior written notice to Coalition. Upon termination, Coalition shall have no further liability to Consultant except for payment of Work performed by Consultant prior to termination.
3. **Consultant Fees and Payment.** Fees (the "Fees") to Consultant for the Work shall be per hour with a XXXX for the term of the contract, plus travel expenses (including mileage) if required and pre-approved by the Coalition. Subject to the availability of funding, the Coalition shall reimburse Consultant for allowable expenditures incurred pursuant to the terms of this Agreement, which expenditures shall not exceed XXX dollars (\$0,000.00). The Consultant shall submit invoices within ten (10) days following the end of each calendar month. Each invoice shall be accompanied by supporting documentation in a form reasonably satisfactory to Coalition including, without limitation, a description of the tasks performed and receipts. A Sample Invoice is attached as Attachment 2. When making cost-reimbursable expenditures the Consultant may use the tax exempt certificate included as Attachment 3. Consultant shall submit complete W-9 form included as Attachment 4.
4. **Indemnification.** Consultant hereby agrees to indemnify and hold the Coalition and its officers, directors, agents, employees, successors and assigns harmless from and against any and all liabilities, losses, damages, causes of action or injuries, together with costs and expenses, including attorneys' fees and costs, arising out of or in connection with Consultant's negligent, intentional, reckless, malicious or willful misconduct or Consultant's failure to faithfully perform his duties under the Work or terms of this Agreement.

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

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

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

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

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

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

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

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

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

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

10. **Confidentiality.**

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

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

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

**REQUEST FOR PROPOSAL
ELCMDM2008- 001**

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

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

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

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

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

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

To: Consultant:

All such notices, requests and other communications will (i) if delivered personally to the above address, be deemed given upon delivery, (ii) if delivered by facsimile transmission to the facsimile number above, be deemed given upon receipt, and (iii) if delivered by mail to the address above, be deemed given upon receipt. Any Party from time to time may change its address, facsimile number or other information for the purpose of notices to that Party by giving notice pursuant to this paragraph specifying such change to the other Party.

14. Assignment. This Agreement and all rights and obligations hereunder are personal to the Parties and may not be assigned in whole or in part by either Party without the prior written consent of the other.

15. Amendments. The Parties hereby irrevocably agree that no attempted amendment, modification, termination, discharge or change (collectively, "Amendment") of this Agreement shall be valid and effective, unless the parties shall unanimously agree in writing to such Amendment.

16. Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against whom it is asserted, and any such written waiver shall only be