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

INVITATION TO NEGOTIATE #ELCMDM2020-01

OFFICE FURNITURE

RELEASED: January 8, 2020

SUBMISSION DUE DATE: February 7, 2020 @ 12:00 P.M. EST
(Coalition’s Clock Time)

AVAILABLE FUNDING

Total funding allocated will not exceed $250,000.00
SECTION 1: GENERAL INFORMATION

1.1 Background

The Early Learning Coalition of Miami-Dade/Monroe, Inc. (the “Early Learning Coalition”) is a Florida non-profit corporation and IRC §501(c)(3) charitable organization dedicated to ensuring quality early care and education for children in Miami-Dade and Monroe counties. Through a variety of affordable and innovative early education and voluntary pre-kindergarten programs, the Early Learning Coalition serves more than 50,000 children aged from birth to 12 years old and their families.

In 1999, the Florida Legislature enacted the School Readiness Act (s. 411.01, F.S.), which consolidated the state’s early childhood education and child care programs into one integrated program of school readiness services. The School Readiness 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 Early Learning Coalition is coordinated by the State of Florida’s Office of Early Learning, and is one of 31 coalitions in Florida.

In December 2014, the Early Learning Coalition was awarded the Early Head Start Child Care Partnership and Expansion grant to enhance and expand preschool programs, and improve access to high-quality infant and toddler care in high-need communities.

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

1.2 Statement of Purpose

The purpose and intent of this invitation to negotiate (hereinafter referred to as “ITN”) by the Early Learning Coalition is to invite Contractors from the State Contract [Furniture: Office and Files 425-001-12-1] to submit proposals for the provision and installation of office furniture for the Early Learning Coalition offices in Miami-Dade and Monroe counties. Through this ITN, the Early Learning Coalition will select a single or multiple Proposer(s) to provide the services described herein.

It is the Proposer’s responsibility to examine this ITN, to understand the Early Learning Coalition’s requirements and to submit its proposal (“Proposal”) in a timely, complete, and procedurally correct manner. The services described in this ITN will be procured in accordance with Sec. 287.057, Florida Statutes. The Contract(s) resulting from this solicitation shall be made under the terms and conditions imposed by the State Contract # 425-001-12-1.
1.3 Amount of Funding
The Coalition proposes funding amounts in this ITN not to exceed a total of $250,000.00.

1.4 Service Dates
Contract(s) resulting from this solicitation, if any, are anticipated to commence July 1, 2020 and end on June 30, 2021, and will be awarded through written notice to qualified and responsive Proposer(s) whose proposal is determined to be most advantageous to the Early Learning Coalition, taking into consideration price, quality and other criteria. The initial term of the contract shall be for a period of one (1) year and may be renewed for up to two (2) additional one (1) year period, subject to Proposer’s successful performance under the contract and the availability of funding. A copy of the sample contract is attached as Exhibit 13.

SECTION 2: ITN PROPOSAL PROCESS

2.1 Point of Contact

The contact person listed below is the single point of contact for this ITN. The contact person for this ITN is:

Lisney Badillo
Director of Contracts & Procurement
Early Learning Coalition of Miami-Dade/Monroe, Inc.
3250 SW 3rd Avenue, Second Floor
Miami, FL 33129
Email: ITN2020OfficeFurniture@elcmdm.org
Phone: (305) 646-7220

2.2 Proposer Disqualification

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

In accordance with s. 287.134, F.S., any individual, entity, or affiliate who has been placed on the discriminatory vendor list may not submit a proposal for a period of thirty-six (36) months following the date of being placed on the discriminatory vendor list, whether as a Proposer, a member of a Proposer, or a subcontractor of a Proposer.

The failure to have performed any contractual obligations with the Early Learning Coalition in a manner satisfactory to the Early Learning Coalition shall also constitute 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 Early Learning Coalition, been notified by the Early Learning Coalition of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Early Learning Coalition; or

B. Had a contract terminated for cause by the Early Learning Coalition, by any other State agency, or by any Children’s Services Council.

2.3 Cone of Silence

All parties to this solicitation shall be bound by a “Cone of Silence” surrounding solicitations and prohibitions against ex-parte communication. During the Cone of Silence, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and state holidays, any of the following: (a) Coalition board members; (b) any Coalition staff; (c) any proposal evaluation committee members; and/or (d) any member of the executive or legislative branch regarding any aspect of this solicitation.

Respondents directly contacting board members, staff, or proposal evaluation committee members risk disqualification of their response from consideration. Written communications are allowable at any time, but only if addressed to the designated contact person.

2.4 Inquiries

All questions regarding this ITN must be forwarded in writing by U.S. Mail or by email to ITN2020OfficeFurniture@elcmdm.org on or before January 22, 2020 at 12:00 p.m. (EST) to ensure that sufficient analysis can be made before answers are supplied. Written responses to questions will be posted on the Early Learning Coalition’s website at www.elcmdm.org by January 29, 2020 at 5:00 p.m. (EST) as stated on the Event Timeline.

2.5 Rejection of Proposals and Waiver of Minor Irregularities

The Early Learning Coalition reserves the right to reject any or all Proposals received pursuant to the ITN if such action is in the best interest of the Early Learning Coalition as determined in its sole and absolute discretion. The Early Learning Coalition shall have the right, but not the obligation, to waive any minor irregularities in submitted Proposals if doing so would serve the best interests of the Early Learning Coalition, as determined in its sole and absolute discretion. For purposes of this Section 2.5, a minor irregularity shall mean a variation from the ITN terms and conditions that does not affect the price of the Proposal, does not give the Proposer an advantage or benefit not enjoyed by other Proposer(s), and/or does not adversely impact the interest of the Early Learning Coalition.
2.6 Amendments or Addendums to the Solicitation Documents

The Early Learning Coalition reserves the right to issue amendments or addendums to the solicitation. Notice of any amendment or addendum will be posted within the Early Learning Coalition’s website. Such notice, if required, will contain the appropriate details for identifying and/or reviewing the formal changes to the solicitation. Each Respondent is responsible for monitoring the sites for new or changing information concerning this solicitation.

2.7 Notice of Contract Award

The Contract shall be awarded to the Proposer(s) whose Proposal is determined to be most advantageous to the Early Learning Coalition, taking into consideration price and technical merits.

2.8 Protests and Disputes

Any unsuccessful Proposer who is adversely affected by the Early Learning Coalition’s decision concerning a procurement solicitation or contract award under this ITN may protest such decision by filing a protest in compliance with s. 120.57(3), F.S. A Proposer may file a notice of protest in writing within seventy-two (72) hours after the posting of the notice of decision (or intended decision), and may file a formal written protest within 10 days after the date the notice of protest is filed as required by s. 120.57(3), F.S. Failure to file a timely notice of protest shall constitute a waiver of the Proposer’s rights to any proceedings under Ch. 120, F.S.

Any Proposer desiring to file a formal written protest to this ITN must accompany such protest with a bond payable to the Early Learning Coalition in an amount equal to one percent (1%) of the estimated Contract amount in accordance with s. 287.042(2)(c), F.S. The bond shall be conditioned upon the payment of all costs which may be adjudged against the Proposer in any administrative hearing in which the action is brought and in any subsequent appellate court proceedings. In lieu of a bond, the Early Learning Coalition may accept a cashier’s check, official bank check, or a money order in the amount of the bond. Failure to file the proper bond at the time of filing the formal written protest will result in a denial of the protest.

The notice of protest must be submitted to the Early Learning Coalition’s President/CEO at 2555 Ponce de Leon Blvd., Suite 210, Coral Gables, FL 33134 in writing within seventy-two (72) hours of the Notification of Intent to Award. The formal written protest must be submitted within ten (10) days after the date the notice of protest is filed and must fully identify the facts resulting in the contested issues. The protest procedure shall be governed by s. 120.57(3), F.S.

2.8 Appeals
A. Unsuccessful Proposers affected by the denial, determination of eligibility, or ineligibility for contract award by the Early Learning Coalition with respect to any federal or state funded program or activity may appeal if the action or decision of the Early Learning 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 facts; or
   (3) Invalid because of an alleged denial of procedural due process.

B. Unsuccessful Proposers affected by the denial, determination of eligibility, or ineligibility for contract award by the Early Learning Coalition with respect to any federal or state funded program or activity may not appeal 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.

2.9 Evaluation Process

The Early Learning 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 Early Learning Coalition’s Finance Committee.

Responses will be evaluated using the ITN Evaluation Forms, which contains two sections, Initial Screening (Exhibit 2), and Quantitative Evaluation Criteria (Exhibit 3). The initial screening consists of a series of pass or fail questions that ensure respondents meet certain compliance items. Responses that are incomplete or do not satisfactorily address each and every requirement may be disqualified. The second portion, Quantitative Evaluation Criteria is based on the Minimum Programmatic Requirements set forth in Section 3 below, and assigns a maximum point value to a series of questions that ensure the respondents have satisfactorily addressed each and all requirements. Responses submitted by Respondents must be concise and comply with the ITN page limit requirements of 10 pages. Respondents will be judged based on overall percentage achieved. Respondents will be required to present their proposal to the evaluation committee on February 12, 2020 or February 18, 2020.
The evaluation process is designed to assess the Respondents’ ability to meet the Early Learning Coalition requirements and to identify the Respondent’s likely to satisfy those requirements. The evaluation process will be conducted in a thorough and impartial manner at a responses evaluation committee meeting held according to Ch. 286, F.S. Respondents are advised to periodically check the Early Learning Coalition website calendar [www.elcmdm.org](http://www.elcmdm.org) for the scheduled date, time, and location of this session, should changes occur. Respondents should also reference Appendix “A”, which contains a list of the currently scheduled events in connection with this ITN.

Subsequent to the end of the evaluation process, the Response evaluation committee will rate Respondents, who in their judgment, best meet the needs and requirements of the Early Learning Coalition. While price is an important factor in selecting Respondent(s) for an award, other factors in the competitive process will be considered and may take precedence over price. Those factors may include, but are not limited to, the following: Product design and performance, project approach, and related experience and references.

The Early Learning Coalition’s Board of Directors, in its sole discretion, may elect not to award a Contract to any Respondent under this ITN. Respondent(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 Responses.

**SECTION 3: MINIMUM PROGRAMMATIC REQUIREMENTS**

**3.1 General Statement of Services to be Provided**

The early Learning Coalition of Miami-Dade/Monroe is requesting responses for the purpose of acquiring and installing office furniture, such as desks, chairs, bookcases, and cubicles, at all Early Learning Coalition locations in Miami-Dade and Monroe Counties. This ITN is being used as the method of solicitation to seek and assure the greatest degree of open competition and to obtain the best technical responses and services at the best possible price.

**3.2 Introduction**

The Early Learning Coalition of Miami-Dade/Monroe is a nonprofit organization dedicated to ensuring early care and education for children in Miami-Dade and Monroe counties. Created in 1999, the Early Learning Coalition is one of 30 like agencies that serve all 67 counties in the state of Florida, and distributes both the Federal Child Care and Development Block Grant (“CCDBG”) and State based VPK dollars to a diverse group of childcare providers. Through a variety of affordable and innovative early education and voluntary pre-kindergarten programs, the Early Learning Coalition serves more than 50,000 children from birth to 12 years old and their families with a budget of approximately 175 million.
3.3 Mission

The Early Learning Coalition’s mission is to promote high-quality school readiness, Early Head Start, voluntary pre-kindergarten and after school programs, that further the physical, social, emotional and intellectual well-being of Miami-Dade and Monroe children, with a priority toward ages before birth through age five.

3.4 Statement of Work

- Proposers must provide a list of all product offerings with warranty and customer service information.
- Pricing is to include all freight, assembly, installation, drawing fees, and deliveries timeframe.
- The price quoted in any proposal shall include all items of labor, materials, tools, equipment, delivery and other costs necessary to fully meet the requirements of the Early Learning Coalition. Any items omitted, which are clearly necessary for the completion of any project, will be considered a portion of such specifications, although not directly specified.
- Proposer shall submit a list of five (5) references for projects of similar scope, within the past three years, which have awarded the proposer contracts for similar services, and the size of the contract, including US dollar value.

3.5 Specifications

A. Cost or Price Analysis

The Early Learning Coalition must conduct a cost or price analysis for any purchase.

B. Price List

Proposers are required to submit catalogs with a detail price list for all products. The catalog must contain the most current pricing, including all applicable administrative fees and or discounts, as well as the most up-to-date product/service offering the contractor is authorized to provide in accordance with the statewide contract.

- The catalog must include a State-specific contract identification number, and
- The catalog must include detailed product line item descriptions; and
- The catalog must include pictures when possible, and
- The catalog must include any additional DMS content requirements.
C. Quantity

During the term, the Early Learning Coalition may initiate purchases from contractor by submitting a purchase order. Contractor and the Early Learning Coalition may agree upon the quantity to be purchased through such a purchase order at any given time prior to the expiration of the term. Each purchase order under this award shall incorporate by reference all terms and conditions of this award.

D. Orders

The Early Learning Coalition shall place purchase orders for products directly with contractor. The Early Learning Coalition may amend or supplement a purchase order at any time.

E. Inspections & Rejections

Receipt Inspections. Upon receipt at the Place of Delivery, the Early Learning Coalition may, but shall not be obligated to, perform receipt inspections to confirm that the Products conform to the applicable Purchase Order and the Early Learning Coalition’s Specifications. Such inspections may be cursory in nature, and acceptance of Products by the Early Learning Coalition shall not be deemed evidence that the products conform to the Early Learning Coalition’s specifications.

Rejection of Product. The Early Learning Coalition may reject any Products that do not conform to the applicable Purchase Order or the Early Learning Coalition’s Specifications, provided that the Early Learning Coalition provides the contractor with notice of such rejection within a reasonable time after it discovers the nonconformity.

Remedies upon Rejection. In addition to such remedies as may be available hereunder, at law or in equity, upon rejection of any Product, the Early Learning Coalition shall be entitled to exercise any available remedies under this award, in law or equity, for non-conformity Products.

No Waiver of Remedies. The inspection, acceptance or final acceptance of Products shall not constitute a waiver of any rights or remedies available under this award, in law or equity.

F. Full and Complete Compensation

The Price for the Products represents the full and complete compensation for the provision of the Products, and includes compensation for all associated services, labor, supervision and transportation necessary for the provision of such Products, and for
fringe benefits, insurance, profit and overhead in connection with the contractor’s performance under this award.

G. Warranties and Remedies

Contractor warrants that all Products delivered pursuant to this Award shall be new and shall (a) strictly conform to the applicable Early Learning Coalition’s Specifications and (b) be free of defects in design, workmanship and materials and (c) be suitable in all respects for their intended use for a period of not less than 12 months from the date of acceptance of such Products by the Early Learning Coalition.

Contractor shall ensure that the warranty requirements of this Award are enforceable through and against Contractor’s suppliers, vendors, and distributors. Contractor is responsible for liability and expense caused by any inconsistencies between the warranty extended to the Early Learning Coalition by the Contractor and those extended to Contractor by its suppliers, vendors, distributors, and subcontractors. Such inconsistency or difference shall not excuse Contractor’s full compliance with its obligations under this Agreement. Contractor shall cooperate with the Early Learning Coalition in facilitating related work by such suppliers, vendors, distributors, and subcontractors.

H. Delivery and Installation

On orders (open, set in place, ready for use) the Contractor or the delivering carrier, acting as the Contractor’s agent, shall be responsible for receipt, inspection, and assembly of items delivered in the area designated by the Early Learning Coalition, as well as prompt removal and disposal of all debris which is a result of the delivery.

I. Authorized Dealers & Manufacturer Representatives

Respondents are required to name at least a minimum of two (2) different servicing dealers for the Miami Dade and Monroe County.

J. Warehouse Capability and Accessibility

Storage capacity and capability included on price if delivery location is not ready to accept products

K. In-kind contribution

Contractor fulfilling an order for the Early Head Start program must provide in-kind contributions equivalent to 20% of the total purchased amount. In-kind contributions is defined by the Office of Head Start as “Property or services that benefit a grant supported project or program and are contributed by non-Federal third parties without charge to
the grantee. In-kind contributions may consist of the value of real property and equipment and the value of goods and services directly benefiting the grant program and specifically identifiable to it. In-kind match is counted for the period when the services are provided or when the donated goods are received and used.”

SECTION 4:  **INVOICING AND PAYMENT OF INVOICES**

The Contract resulting from this ITN will be a fixed price contract. The Contractor must submit an Early Learning Coalition approved invoice form to the Early Learning Coalition for services rendered. The Early Learning Coalition must approve the invoice format and requirements for supporting documentation.

Contractor shall submit invoices to the Early Learning Coalition, accounts payable, by the 10th each month for the Products provided during the immediately preceding month. No advance payment shall be made or accepted for the Products. Contractor’s invoice must be accompanied by the packing slip or proof of delivery signed by authorized staff of the Early Learning Coalition user department at the time the items were delivered and accepted to support all charges and clearly identify the Purchase Order number. Any invoice submitted to the Early Learning Coalition in an improper format or without the required information or documentation will be returned unpaid to contractor for correction and resubmission.

For Early Head Start program, contractor must provide in-kind services (20% of total budget against amount paid) that is not met through other federal awards.

Timing of payment of invoices by the Early Learning Coalition to the Contractor and similar issues regarding payment is governed by s. 215.422, F.S.

SECTION 5:  **CONTRACT PROVISIONS**

A draft of the Early Learning Coalition’s Core Contract, **Exhibit 13**, contains additional terms and conditions that will be required of the Contractor.

SECTION 6:  **INSTRUCTIONS TO PROPOSERS**

6.1  **Response Content**

A completed Proposal **must** include the following items:

(1) Application (**Appendix “B”**)

(2) Title Page containing the following:

   a. Early Learning Coalition of Miami-Dade/Monroe, Inc.

   b. Titled: **Office Furniture ITN**
(3) **Proposal Responses**

Response should include:

a. Description of Respondents’ satisfactory record of past performance.
b. Description of Respondents’ relevant work history in South Florida with non-profit organizations;
c. Description of the Respondents’ overall organization and background of the firm, including areas of practice, stability, and internal quality control program.
d. Respondent shall submit a list of five (5) references for projects of similar scope, within the past three years, which have awarded the Respondent contracts for similar services, and the size of the contract, including US dollar value.
e. Description of Respondents’ knowledge of the rules and regulations that govern non-profit funding;
f. Description of Respondents’ plan on how it will render the services requested described in section 3.4 Specifications
g. Description of Respondents’ work geared to non-profit organizations;
h. Description of the Respondents’ qualifications as a manufacturer or regular provider of the equipment being offered.
i. If the Respondent is under contract with any governmental agency, please provide a detailed description of the nature of the work being performed and the budget amount of the contract; if any such contract provides for an hourly rate for services, Respondent agrees to match the lowest hourly rate under any existing governmental agency contract.
j. A current certificate of good standing issued by the Florida Department of State along with any other organizational documents sufficient for the purpose of the procurement.
k. A certificate of general liability insurance coverage listing the Early Learning Coalition as an additional named insured.

(4) Request for Acceptance of Contract Terms and Conditions Form (Exhibit 1)

(5) Initial Screening of Fatal Flaws (Exhibit 2). *For Coalition use only.*

(6) Quantitative Evaluation Criteria (Exhibit 3). *For Coalition use only.*

(7) Invitation to Negotiate Acknowledgement Form (Exhibit 4)

(8) Request for Non-Collusive Affidavit (Exhibit 5)

(9) Request for Statement of Non Involvement Form (Exhibit 6)
(10) Request for Certification Regarding Debarment, Suspension and Other Responsibility Matters Primary Covered Transaction Form (Exhibit 7)

(11) Sworn Statement Pursuant to s 287.133(3)(a), F.S., on Public Entity Crimes Form (Exhibit 8)

(12) Request for Non-Discrimination Statement Form (Exhibit 9)

(13) Request for Certification Regarding Lobbying Form (Exhibit 10)

(14) Request for Certification Regarding Drug-Free Workplace Form (Exhibit 11)

(15) Request for Financial and Compliance Audit Requirements (Exhibit 12)

(16) Articles of Incorporation/Organization

(17) Good Standing Certificate issued by the Florida Department of State

6.2 Format

Respondent(s) shall submit to the Early Learning Coalition (1) original and four (4) copies of the responses in a sealed envelope or container, as well as a single USB storage device containing an electronic copy of their response in PDF format and 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. Each original or copy shall be bound separately and clearly referenced. The originals and all copies should then be securely sealed in an envelope or other container and clearly labeled “Application for ITN Office Furniture for the Early Learning Coalition of Miami Dade and Monroe Counties”, 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 sections, including Application must have consecutive page numbers, beginning with the Application (Appendix “B”). Include a standard Table of Contents 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.

All signatures must be in blue ink on the required forms. The 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., 3250 SW 3rd Avenue, Second Floor, Miami, FL 33129, on or before **February 7, 2020 by 12:00 p.m. EST (Coalition’s Clock Time).** A Respondent that submits a Response by mail should allow sufficient mail handling time to ensure timely delivery of the Response to the Early Learning Coalition office. No Responses will be accepted after the submission deadline. Submission by email or facsimile will not be accepted.

6.4 Presentation

The Respondent **must** present their Proposal to the Evaluation Committee on **February 12, 2020 or February 18, 2020** at the Early Learning Coalition’s headquarters. The presentation cannot exceed twenty (20) minutes. The Respondents’ scheduled time of their presentation will be determined and announced on the Early Learning Coalition’s website at [www.elcmdm.org](http://www.elcmdm.org). Proposer must bring a **Single USB storage device containing an electronic copy of proposal in PDF format and viewable in Adobe Acrobat Reader.**

6.5 Trade Secrets

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

6.6 Cost of Preparation of Proposal

The Early Learning Coalition shall not be liable for any costs incurred by a Respondent in responding to this ITN.

6.7 Other Required Information

All Respondents must comply with section 274A 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.
**APPENDIX “A”**

**ITN # ELCMDM2020-01**

*Office Furniture for Miami Dade and Monroe Counties*

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DATE</th>
<th>TIME</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of ITN # ELCMDM2020-01 for Office Furniture for Miami Dade and Monroe Counties</td>
<td>January 8, 2020</td>
<td>5:00 PM (EST)</td>
<td>Notice of ITN posted on the ELC website.</td>
</tr>
<tr>
<td>All written inquiries to be received</td>
<td>January 22, 2020</td>
<td>12:00 PM (EST)</td>
<td>Early Learning Coalition of Miami-Dade/Monroe, Inc. 3250 SW 3rd Avenue, Second Floor, Miami, FL 33129</td>
</tr>
<tr>
<td>Early Learning Coalition’s response to inquiries</td>
<td>January 29, 2020</td>
<td>5:00 PM (EST)</td>
<td>Responses to Inquiries Posted on the Early Learning Coalition website.</td>
</tr>
<tr>
<td>Sealed Applications must be received</td>
<td>February 7, 2020</td>
<td>12:00 PM (EST)</td>
<td>Early Learning Coalition of Miami-Dade/Monroe, Inc. 3250 SW 3rd Avenue, Second Floor, Miami, FL 33129</td>
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<tr>
<td>Initial opening of Applications and evaluate Responses</td>
<td>February 10, 2020</td>
<td>TBD</td>
<td>Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 210 Coral Gables, FL 33134</td>
</tr>
<tr>
<td>First Meeting to evaluate Proposals</td>
<td>February 12, 2020 or February 18, 2020</td>
<td>TBD</td>
<td>Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 210 Coral Gables, FL 33134</td>
</tr>
<tr>
<td>Post Notice of Qualifying Vendors for Negotiation</td>
<td>TBD</td>
<td>5:00 PM (EST)</td>
<td>Posted on the Early Learning Coalition website.</td>
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<tr>
<td>Contracts Negotiations (Scope/Pricing/Schedule)</td>
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<td>TBD</td>
<td>Early Learning Coalition of Miami-Dade/Monroe, Inc. 3250 SW 3rd Avenue, Second Floor, Miami, FL 33129</td>
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<td>Notice of Intent to Award</td>
<td>TBD</td>
<td>TBD</td>
<td>Posted on the Early Learning Coalition website.</td>
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<tr>
<td>Effective Date of Contract</td>
<td>July 1, 2020</td>
<td>TBD</td>
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*All dates and events are subject to change at the discretion of the Early Learning Coalition.*
APPENDIX “B”
APPLICATION
Early Learning Coalition Miami-Dade/Monroe Application Form
ITN # ELCMDM2020-01
Office Furniture for Miami Dade and Monroe Counties

Agency Name: _____________________________________________________________
Agency Unit
(if applicable): ___________________________________________________________

Street Address: ___________________________________________________________
City: ___________________ State: _______ Zip Code: _______________________
Mailing Address
(if different): ___________________________________________________________
City: ___________________ State: _______ Zip Code: _______________________

Agency Telephone: ___________________ Fax Number: ______________________
Agency Email Address: ___________________ Website Address: __________________

Type of Applicant: Private, Not-for-Profit Corporation
Private, For-Profit Corporation
Public/Government
Other (specify): ______________________

Federal I.D. #: __________ Date Agency Established (mo. /yr.): ________________
Current Annual Agency Budget: $___________ Fiscal Year End (month): __________
Program/Service Name: ___________________________________________________
Total Amount Requested (sum of budget requests for all Areas shown in this Application):

Name/Position of Person Completing Application:

Email Address: ___________________________ Phone: ___________________________

Executive Director/CEO:

Phone: ___________________________

Email: ___________________________ Fax: ___________________________

Chief Financial Officer (If Applicable):

Phone: ___________________________

Email: ___________________________ Fax: ___________________________

Board President (If Applicable):

Fax Number: ___________________________

Title: ___________________________ Company: ___________________________

Mailing Address: ___________________________

City: ___________________________ State: ______ Zip Code: ___________________________

Telephone: ___________________________ Fax Number: ___________________________
Email Address: ____________________________________________

Contact Person Responsible for 
Program/Service: __________________________ __________________________

Title: __________________________ Email Address: __________________________

Program/Service Address: __________________________________________

City: ____________ State: _________ Zip Code: ____________

Telephone: __________________________ Fax Number: __________________________

Public Relations Contact: __________________________ Phone: __________________________

Email: __________________________ Fax Number: __________________________

Applicant is: (mark one) ______ an Existing ELCMDM-funded Provider

______ a New Provider (not previously funded by ELCMDM)
EXHIBIT 1
ITN # ELCMDM2020-01

Office Furniture for Miami Dade and Monroe Counties

ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

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

____________________________________  ______________________________
Signature of Authorized Official              Date

________________________________________
Name (Print)

________________________________________
Name of Company

*An authorized official is an officer of the Company who has the legal authority to bind the Company to the provisions of this Request for Proposal. This usually is the President, Chairman or the Board, Executive Director, or owner of the entity. A document establishing delegated authority shall be included with the proposal if signed by someone other than the President, Chairman, Executive Director, or owner.
EXHIBIT 2
ITN # ELCMDM2020-01
Office Furniture for Miami Dade and Monroe Counties

FOR COALITION USE ONLY

Evaluation Committee
Initial Screening of Fatal Flaws and Quantitative 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 (Appendix “B”)?
   □ Pass (Yes)     □ Fail (No)

3. Does the response contain a signed and dated Acceptance of Contract Terms and Conditions (Exhibit 1)?
   □ Pass (Yes)     □ Fail (No)

4. Does the response contain a signed and dated Proposal Acknowledgement Form (Exhibit 4)?
   □ Pass (Yes)     □ Fail (No)

5. Does the response contain a signed and dated Non-Collusive Affidavit Form (Exhibit 5)?
   □ Pass (Yes)     □ Fail (No)

6. Does the response contain a signed and dated Statement of No Involvement (Exhibit 6)?
   □ Pass (Yes)     □ Fail (No)

7. Does the response contain a signed and dated Certification Regarding Debarment, Suspension, and other Responsibility Matters Primary Covered Transaction (Exhibit 7)?
   □ Pass (Yes)     □ Fail (No)

8. Does the response contain a signed Sworn Statement Pursuant to s. 287.133(3)(a), F.S., on public entity crimes (Exhibit 8)?
   □ Pass (Yes)     □ Fail (No)

9. Does the response contain a signed and dated Non-Discrimination Statement (Exhibit 9)?
   □ Pass (Yes)     □ Fail (No)

10. Does the response contain a signed and dated Certification Regarding Lobbying (Exhibit 10)?
    □ Pass (Yes)     □ Fail (No)
11. Does the response contain a signed and dated Certification Regarding Drug-Free Workplace (Exhibit 11)?
   □ Pass (Yes)    □ Fail (No)

12. Does the response contain a Financial and Compliance Audit Requirements Form (Exhibit 12)?
   □ Pass (Yes)    □ Fail (No)

13. Does the response provide the Articles of Incorporation?
   □ Pass (Yes)    □ Fail (No)
EXHIBIT 3  
ITN # ELCMDM2020-01  
Office Furniture for Miami Dade and Monroe Counties  

FOR COALITION USE ONLY  

Evaluation Committee  
Quantitative Evaluation Criteria  

**Scoring Responses:** 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 factors described below. Scoring detail: (0) zero for completely non-responsive.

### Office Furniture

<table>
<thead>
<tr>
<th>Scoring Factors - Organizational Background, Qualifications and Capabilities</th>
<th>Point 40</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Most strictly meets the requested needs of the agency as listed within the scope.</td>
<td>10</td>
</tr>
<tr>
<td>2. Proposal includes summary of the proposer’s overall organization</td>
<td>10</td>
</tr>
<tr>
<td>3. Background of the firm, including areas of practice, stability, and internal quality control program.</td>
<td>10</td>
</tr>
<tr>
<td>4. Proposal clearly states the structure of the corporation, availability of corporation support, and financial viability of the firm.</td>
<td>10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Scoring Factors - Product Design and Performance</th>
<th>Points 30</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Proposal clearly demonstrate the Product construction and system design</td>
<td>10</td>
</tr>
<tr>
<td>2. Proposal list the product warranty, test results, safety and maintenance factors for the product design.</td>
<td>10</td>
</tr>
<tr>
<td>3. Proposal clearly demonstrate prior experience and job performance</td>
<td>10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Scoring Factors - Price</th>
<th>Points 30</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Proposer submit a complete catalog with detail information on products and price list.</td>
<td>30</td>
</tr>
</tbody>
</table>

| TOTAL EVALUATION POINTS | 100 |
EXHIBIT 4
ITN # ELCMDM2020-01
Office Furniture for Miami Dade and Monroe Counties

INVITATION TO NEGOTIATE ACKNOWLEDGEMENT FORM

<table>
<thead>
<tr>
<th>Respondent Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Respondent Mailing Address</th>
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</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
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<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Point of Contact</th>
<th>Title</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone Number</th>
<th>Fax Number</th>
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<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email Address</th>
<th>Website Address</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same material, supplies, equipment or services and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify I am authorized to sign this response and that the offer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. **THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE EARLY LEARNING COALITION MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.**

_______________________________  ____________________________
Typed Name and Title  
Signature  Date
EXHIBIT 5
ITN # ELCMDM2020-01
Office Furniture for Miami Dade and Monroe Counties

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of _______________________

__________________________ being first duly sworn deposes and says that:

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

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

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

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

The price or prices quoted 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.

____________________________________________________________________________
Name and Title of Authorized Representative

___________________________________________________________________________
Signature

STATE OF ______________
COUNTY OF _________________
SWORN TO and subscribed before me this ____ day of ____________, 2020, by ______________________________________ who is personally known to me or who produced his/her ______________________________________ as identification.

__________________________________________
Notary Public - State of Florida
My commission expires:______________________

Printed type of stamp
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: __________________________

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. 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  Name of Company

__________________________________  __________________________
Signature  Date
EXHIBIT 8
ITN # ELCMDM2020-01
Office Furniture for Miami Dade and Monroe Counties

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)(a), Florida Statutes, means a violation of any state and federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or Contract for goods and services to be provided to any public entity or any agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understanding the “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of 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(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” included those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm’s length agreement, shall be a prima facie case
that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding Contract and which bids or applies to bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement, {Please 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, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. And (Please indicate which additional statement applies).

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. 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 INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

________________________________________
Name and Title of Authorized Representative

________________________________________
Signature

STATE OF ______________
COUNTY OF _________________

SWORN TO and subscribed before me this ____ day of ________________, 2020, by ________________________________ who is personally known to me or who produced his/her______________________________ as identification.

______________________________
Notary Public - State of Florida
My commission expires:__________________

Printed type of stamp
EXHIBIT 9
ITN # ELCMDM2020-01
Office Furniture for Miami Dade and Monroe Counties

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[20 U.S.C. 1681 et seq.]), 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 chapter 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 chapter, 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 chapter shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.
The undersigned has read and agreed to the statements described above.

________________________________________________________________________
Name and Title of Authorized Representative

________________________________________________________________________
Signature                                                                 Date

________________________________________________________________________
Name of Company
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee or member of congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

_________________________________________  __________________________
Name and Title of Authorized Representative  Name of Company

_________________________________________
Signature  __________________________
Date
CERTIFICATION REGARDING DRUG-FREE WORKPLACE


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 prohibition.

B. Establishing an ongoing drug-free awareness program to inform employees concerning:
   1. The dangers of drug abuse in the workplace.
   2. The policy of maintaining 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 A.

D. Notifying the employee in the statement required by paragraph A 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 D.2. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant officer on whose grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected Contract/Grant.
F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph d.2., with respect to any employee who is so convicted.

1. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973 as amended.

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local, health, law enforcement or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs A, B, C, D, E and F.

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.

_________________________________________                  ____________________________
Name and Title of Authorized Representative                  Name of Company

_________________________________________
Signature

_________________________________________
Date
EXHIBIT 12
ITN # ELCMDM2020-01
Office Furniture for Miami Dade and Monroe Counties

FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

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

PART I: FEDERAL REQUIREMENTS

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

In the event the recipient spends $500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, 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)(m), Florida Statutes.

In the event the recipient spends $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)(e), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

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

_________________________________________  __________________________
Name and Title of Authorized Representative  Name of Company

_________________________________________
Signature

_________________________________________
Date
SAMPLE CONTRACT- Purchase Agreement

SAMPLE PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into between EARLY LEARNING COALITION OF MIAMI-DADE/MONROE, INC. (the "Early Learning Coalition"), and __________ ("Contractor"). The Early Learning Coalition and the Contractor are sometimes hereinafter each referred to individually as a "Party," and collectively the "Parties."

1. Work. The Contractor agrees to provide Quality Materials for Miami-Dade and Monroe Counties and more specifically the Contractor shall perform work for the Early Learning 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 Contractor to retain additional personnel, the Early Learning Coalition shall make Changes without the Contractor'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 July 1, 2020 or on the date on which the Agreement has been signed by the last Party required to sign it, whichever is later ("Effective Date"), and shall terminate June 30, 2021 (the "Term"), unless sooner terminated or extended in accordance with the terms of this Section. Either Party may terminate this Agreement at any time, with or without cause, including for convenience, upon giving thirty (30) days prior written notice to the other Party. Upon termination, the Early Learning Coalition shall have no further liability to Contractor except for payment of Work performed by Contractor prior to termination.

3. Contractor Fees and Payment. Fees (the "Fees") to Contractor for the Work shall be paid in accordance with Attachment 1, subject to the availability of funding. Fees under this Agreement shall not exceed $____, which includes travel and related expenses. The Contractor 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 the Early Learning Coalition including, without limitation, a description of the tasks performed and receipts. Upon receipt of a completed invoice, the Early Learning Coalition shall process payment for services within thirty (30) days of receipt. Invoices shall be submitted to Early Learning Coalition of Miami-Dade/Monroe, Inc., ATTN: Accounts Payable, 2555 Ponce de Leon Blvd., Suite 210, Coral Gables, FL 33134, and an electronic copy to elcinvoices@elcmdm.org and reports@elcmdm.org referencing (PSA 20-__). A sample invoice is attached as Attachment 2. When making cost-reimbursable expenditures the Contractor may use the tax exempt certificate included as Attachment 3. Contractor shall submit a completed W-9 form included as Attachment 4. Contractor shall complete the certification and acknowledgement form as attached as Attachment 5.

4. Indemnification. Contractor hereby agrees to indemnify and hold the Early Learning 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
Contractor’s negligent, intentional, reckless, malicious or willful misconduct or Contractor’s failure to faithfully perform his duties under the Work or terms of this Agreement.

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

5. **Independent Contractor Status.** Contractor is an independent Contractor in relation to the Early Learning 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 Contractor and the Early Learning Coalition. Contractor shall not be deemed to be an employee of the Early Learning 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. Contractor shall be responsible for timely payment of all withholding for Federal, State or local income taxes. The Early Learning Coalition shall not be responsible for withholding or for payment of any FICA, FUTA, or other similar charges with respect to the Contractor, and Contractor agrees to pay all self-employment and other taxes required by law. The Contractor agrees and hereby indemnifies and holds the Early Learning Coalition harmless from and against any and all losses, costs, and expenses, including attorneys’ fees and expenses, that the Early Learning Coalition may suffer due to claims by the Internal Revenue Service or any other governmental entity that the Early Learning Coalition was required to withhold certain sums from payments made to the Contractor. Within seven (7) calendar days after written demand by the Early Learning Coalition, Contractor agrees to provide the Early Learning Coalition with proof that such payments have been made.

The terms of this section 5 shall survive the expiration or termination of this Agreement.

6. **Audit.** Contractor shall maintain accurate books and records reflecting receipts and expenditures with respect to the Work (“Records”). Contractor shall, upon two (2) days notice from the Early Learning Coalition, permit reasonable inspection during business hours by an authorized representative of the Early Learning Coalition of the Records regarding the Work. The Early Learning 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 Contractor 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 the Early Learning 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 the Early Learning Coalition of all of Contractor’s rights, title and interest in and to all proprietary rights for the Work Product, including copyrights and patent rights, and Contractor shall execute and deliver such other instruments and take such other action as Contractor may request, including the filing of copyright and patent applications and assignments, without additional compensation, to protect Contractor’s rights in and to the Work Product.

The Early Learning Coalition shall own and have unrestricted use of all originals and copies of the Work Product generated by Contractor in the performance of the Work; provided, however, that Contractor may retain and use for its own purposes the Work Product in carrying out his Work hereunder. Upon termination or expiration of this Agreement, Contractor shall immediately provide the Early Learning 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) The Early Learning Coalition and Contractor represent and warrant to each other that this Agreement has been duly and validly authorized, executed, and delivered and is the legal, valid, and binding obligation of the representing Party, enforceable in accordance with its terms.

   (b) In performing the work, Contractor shall adhere to the highest professional standards, ethical practices, and standards of care and competence of like Contractors in the same industry. Contractor 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 the Early Learning Coalition from time to time.

   (c) Contractor shall execute Attachment 5 hereto and abide by all assurances and certifications contained therein.

9. **Personnel and Sub-Contractors.** Contractor agrees that she is the key personnel who shall be responsible for direct oversight of the Work. The Early Learning Coalition shall have the right: (a) to review the qualifications of the personnel of Contractor 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. The Early Learning Coalition shall have the right to periodically review the staffing level, qualifications, and performance of the personnel and to recommend changes to Contractor. Unless pre-approved by the Early Learning Coalition in writing, Contractor shall not have the right to subcontract any of the Work.

10. **Confidentiality.**

    (a) Contractor acknowledges that as a result of the retention of Contractor by the Early Learning Coalition, Contractor has and will become informed of, and have access to, valuable and confidential information of the Early Learning Coalition, including, but not limited to, contracts, reports, studies, drawings, 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 Contractor, is the exclusive property of the Early Learning Coalition to be held by Contractor in trust and solely for the benefit of the Early Learning Coalition. Contractor 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 the Early Learning 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. Contractor 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 Contractor or its personnel.

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

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

(d) The Early Learning Coalition and Contractor acknowledge that the Early Learning 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 the Early Learning Coalition, Contractor agrees that the Early Learning Coalition shall be entitled to an injunction restraining Contractor from violating this Section 10 to the fullest extent allowed by law. Nothing in this Section 10 shall prohibit the Early Learning Coalition from pursuing or receiving all other legal or equitable remedies that may be available to the Early Learning 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 1002 of Florida Statutes, as amended.** If the Work to be provided under this Agreement involves children enrolled in school readiness programs, then the Contractor must comply with the provisions of Section 1002, F.S., as amended.

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. Exclusive 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: the Early Learning Coalition:**

EARLY LEARNING COALITION OF MIAMI-DADE
MONROE, INC.,
2350 SW 3rd Avenue, Second Floor
Miami, FL 33129
ATTN: Contracts Department
Telephone: (305) 646-7220
Fax: (305) 447-1608

**To: Contractor:**

-----------------------------------------------------------------

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. Any assignment or delegation in violation of this section shall be void.

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 applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

17. **Entire Agreement.** This Agreement sets forth all the promises, covenants, agreements, conditions and understandings between the Parties as to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained.

18. **Cumulative Remedies.** All rights and remedies of the Parties under this Agreement shall be cumulative, and the exercise of any one right or remedy shall not bar the exercise of any other right or remedy.

19. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the Parties do business. If any provision of this Agreement, or the application thereof to any person or entity or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or entities or circumstances shall not be affected thereby, but rather shall remain in full force and effect, and be construed and enforced to the greatest extent permitted by law as if such invalid or unenforceable provision(s) were omitted.

20. **Attachments.** The attached Attachments that are referred to in this Agreement are incorporated by reference and made a part of this Agreement.

21. **Headings.** Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party hereto. This Agreement shall not be construed against either Party by virtue of a Party being deemed the Agreement’s drafter. The headings of the various sections of this Agreement are intended solely for convenience of reference, and shall not be deemed or construed to explain, define, limit, modify or place any construction upon the provisions hereof. Wherever the context requires, any noun or pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter in form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural and vice versa as the case may require.

22. **Publicity.** Contractor shall not make any public disclosures regarding the Early Learning Coalition or the Work without the prior approval of the Early Learning Coalition except as otherwise required by law.
23. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. **Survival.** The terms of Sections 4, 5, 6, 7, 8, 10, 12 and 13 shall survive the expiration or termination of this Agreement.

25. **Successors and Assigns.** This Agreement and any Amendments hereto shall be binding upon and, to the extent expressly permitted by the provisions hereof, shall inure to the benefit of the Parties, their respective heirs, legal representatives, successors and assigns.

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

27. **Attorney Fees.** If any Party is required to engage in litigation or other legal proceeding against any other Party hereto, either as plaintiff or as defendant, in order to enforce or defend any rights under this Agreement, and such process results in a final judgment or ruling in favor of such Party (“Prevailing Party”), the Party against whom said final judgment or ruling is obtained shall reimburse the Prevailing Party for all direct, indirect or incidental expenses incurred, including, but not limited to, all attorneys’ fees and costs, including paralegal fees, court costs and other expenses incurred throughout all negotiations, proceedings, trials or appeals undertaken in order to enforce the Prevailing Party’s rights hereunder.

28. **Relationship of Parties.** The Parties agree that neither is an employee, servant, agent, partner or joint venturer of the other Party. Each Party shall be solely and entirely responsible for its individual acts and the acts of its agents, officers, directors, members, managers, employees and servants during the performance of this Agreement. No Party is in any way authorized to make any contract, agreement, warranty or representation on behalf of any other Party or to create any obligation, express or implied, on behalf of any other Party. The Parties agree that this Agreement does not create a fiduciary relationship between the Parties.

29. **Conflicts of Interest.** Contractor represent that the execution of this contract does not violate Early Learning Coalition’s conflict of interest and Ethical Standards, OMB Circular 110 paragraph 42, Codes of Conduct and Ch. 112, F.S., as amended, which are incorporated herein by reference as if fully set forth herein. Contractor agrees to abide by and be governed by these conflict of interest provisions throughout the course of this contract and in connection with its obligations hereunder. The Contractor/Contractor certifies that it has an internal conflict of interest policy and that it abides by and intends to abide by such policies, including OMB circular 110, paragraph 42, Codes of Conduct, in the performance of this Agreement.

30. **Insurance.**

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

(b) **Workers’ Compensation Insurance**: During the term of the Agreement, the Contractor, at its sole expense, shall provide workers’ compensation and employer’s liability insurance of such a type and with such terms and limits as may be reasonably associated with the Agreement, which, as a minimum, shall be: worker’s compensation and employer’s liability insurance in accordance with Ch. 440, F.S., with minimum employers’ liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all of Contractor’s employees engaged in any work under this Agreement.

(c) **Unemployment Compensation Insurance**: During the Term of this Agreement the Contractor must comply with the reporting and contribution payments required under Ch. 443, F.S., for all employees connected with the Work.

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

(e) **Errors and Omissions Insurance**: The Early Learning Coalition may require Contractor to carry appropriate errors and omissions insurance to cover certain services a sole discretion.

**Approved Insurance Companies.** All insurance companies must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to Do Business in Florida” issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

(f) **Certificates of Insurance**: Certificates shall indicate no modification or change in insurance shall be made without **fifteen (15) days** advance written notice to the certificate holder.

**CERTIFICATE HOLDER MUST READ:**
**Early Learning Coalition of Miami-Dade/Monroe, Inc.**
2555 Ponce de Leon Blvd., Suite 210
Coral Gables, FL 33134

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

(g) The Contractor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remains in force for the duration of the Term, including any and all renewal terms and/or additional phases or work that may be granted to the Contractor in accordance with this Agreement. If insurance certificates are scheduled to expire during the Term, the Contractor shall be responsible for submitting new or renewal insurance certificates to the Early Learning Coalition at a **minimum of fifteen (15) calendar days** in advance of such expiration. In the event that expired certificates are not replaced with new or renewal certificates which cover the Term, the Early Learning Coalition shall suspend the Agreement until such time as the new or renewed certificates are received by the Early Learning Coalition’s Contract Manager; **provided, however, that if such suspension period exceeds fifteen (15) calendar days**, the Early Learning
Coalition may immediately terminate this Agreement and seek re-procurement damages from the Contractor, including legal fees.

(h) The Contractor shall not commence any work in connection with this Agreement until the Early Learning Coalition’s Contract Manager has approved Contractor’s compliance with insurance coverages. The Early Learning Coalition’s Contract Manager shall be furnished proof of coverage of insurance by certificates of insurance accompanying the Agreement documents and shall name the Early Learning Coalition as an additional named insured. The Early Learning Coalition shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy or premium. The payment of such deductible shall be the sole responsibility of the Contractor providing such coverage.

31. Background Check. If Contractor (or Contractor’s personnel) will have access to early care and education centers and/or patient care areas, Contractor warrants that: Contractor’s personnel, or any subcontractors engaged by Contractor to provide services under this Agreement is conditioned upon satisfactory completion of all required background checks or screenings consistent with healthcare industry standards and as required under applicable laws, regulations and Early Learning Coalition policies. Background checks/screening requirements may vary by Early Learning Coalition site, and may include, but are not limited to, the following:

- Criminal background check
- Adult and child abuse registry check
- 9 panel drug screening
- Qualifying health status/immunization, including, but not limited to:
  - Chicken Pox/Varicella
  - Hepatitis B
  - Measles
  - Mumps
  - Rubella
  - Seasonal Flu Vaccine
  - Tetanus/Diphtheria/Pertussis
  - Tuberculosis

Contractor acknowledges that certain Early Learning Coalition sites will require use of an Early Learning Coalition approved third party credential verification agency to comply with these requirements. Any applicable fees will be the responsibility of the Contractor.

Contractor agrees to provide evidence satisfactory to the Early Learning Coalition that it has complied with all background checks/screening requirements prior to performing any Work under this Agreement. Contractor further acknowledges that satisfaction of these requirements at one Early Learning Coalition site may not be sufficient to meet requirements at other Early Learning Coalition sites.

Contractor acknowledges its responsibility to ensure its personnel comply with the background checks/screening requirements at the site in which they are providing services, and warrants its personnel and those of its subcontractors will be in compliance while providing services under this Agreement.

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

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by each Party, effective as of Effective Date.

Early Learning Coalition:
EARLY LEARNING COALITION OF MIAMI-DADE/MONROE, INC.
By: ____________________________
Name: Mr. Evelio C. Torres, M.P.A.
Title: President/CEO
Date: ____________________________

Contractor:
__________________________
By: ____________________________
Name: ____________________________
Title: Contractor
Date: ____________________________

Federal Identification: ____________
ATTACHMENT 1
Scope of Work

To be added after Contract negotiations
What is a Non-Cash Contribution?

A “non-cash contribution” is a voluntary transfer of a tangible item to The Neighborhood Place for Early Head Start a division of the Early Learning Coalition Miami-Dade/Monroe, transferred without expectation of return. “Without expectation of return” means that nothing of value (i.e. press coverage, sponsor recognition, etc.) is expected in exchange for the gift, though you can of course offer such benefits. For example, classroom materials, toothpaste, toothbrushes, training materials, etc. count as non-cash.

What is an In-Kind Contribution?

An “in-kind contribution” is a service (NOT a tangible item) which is provided by a donor to The Neighborhood Place for Early Head Start and is therefore NOT eligible for a donation receipt for a contribution of services, as services are not property. For example, trainings, conference room use, painting, etc. count as in-kind services, not as non-cash contribution because they are services, not items.

Guidelines

All in-kind and non-cash contributions should be reported using the in-kind/non-cash sponsorship form on page two. In general, a non-profit organization does NOT place a value on what is donated, either in-kind or non-cash, as that is the responsibility of the donor, but does maintain a record of what has been donated and the stated values. A non-cash or in-kind contribution MAY be tax-deductible, depending on the donor’s particular tax situation, but should be determined by the donor’s tax consultant.

For an in-kind contribution in excess of $5,000, The Neighborhood Place for Early Head Start a division of the Early Learning Coalition Miami-Dade/Monroe must complete certain IRS reporting procedures after receiving the contribution. Therefore, the needs, cost and implication of accepting or refusing services exceeding a value of $5,000 are to be reviewed by Pamela Hollingsworth, SR. VP Program Development as well as related committees or task forces.

Up to 100% of your contribution could be tax deductible. Please check with your tax consultant for details. The Neighborhood Place for Early Head Start, a division of the Early Learning Coalition is a 501(c)(3) nonprofit organization.
Thank you for your non-cash or in-kind contribution to The Neighborhood Place for Early Head Start (NPEHS). The NPEHS supports early learning and providing low income families with comprehensive programs for children. Please complete the following information so we may accurately process your commitment.

By signing this form, you are committing to supply the non-cash or in-kind contribution as noted on this form on or by the written date.

(a) Organization/Individual
   Name: ________________________________
   Contact Name: __________________________ Title: ________________________________
   Address: ______________________________________________________________________
   City: __________________ State: ___________ Zip Code: ____________________________
   Telephone: __________________ Fax Number: _____________________________
   Email: ________________________________
   Signature: ______________________________

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<th>Date</th>
<th>Description of Contribution</th>
<th>Estimated Value:</th>
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Total:
Each signed invoice shall arrive with appropriate back-up including a copy of the General Ledger, a statement certifying tasks have been completed per the contract, and the following supporting documentation:

- List of staff paid on salaries and benefits
- Task list of items completed during invoice period
- Receipts for supplies, travel (including boarding passes), and all other pre-approved expenses

### SAMPLE INVOICE

**Contractor Name**
**Contractor Address**
**Contractor Phone**
**Contractor**

**Date:** January 8, 2020

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

<table>
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**Bill To**
Early Learning Coalition of Miami-Dade/Monroe
2555 Ponce de Leon Blvd. 210
Coral Gables, FL 33134

**Amount Due** $0

Make all checks payable to Contractor Name

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

______________________________  _________________________
Signature                                      Date
ATTACHMENT 4
TAX EXEMPT CERTIFICATE
(See Attached)

Consumer’s Certificate of Exemption
Issued Pursuant to Chapter 212, Florida Statutes

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<th>Certificate Number</th>
<th>Effective Date</th>
<th>Expiration Date</th>
<th>Organization Category</th>
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<tbody>
<tr>
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<td>07/31/2018</td>
<td>07/31/2023</td>
<td>501(C)(3) ORGANIZATION</td>
</tr>
</tbody>
</table>

This certifies that

EARLY LEARNING COALITION OF MIAMI-DADE MONROE
2000 PRINCE DE LEON BLVD
CORAL GABLES FL 33134-8010

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

Important Information for Exempt Organizations

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your Consumer’s Certificate of Exemption is to be used solely by your organization for your organization’s customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-8800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.
ATTACHMENT 5
IRS Form W-9

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**Form W-9**

**Request for Taxpayer Identification Number and Certification**

**Title**: Request for Taxpayer Identification Number and Certification

**Instructions**: Do not send to the IRS.

**Purpose of Form**: The purpose of Form W-9 is to request the taxpayer's identification number for tax purposes.

**Part I: Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, if you are a resident alien, sole proprietor, or disregarded entity, use the instructions for Part I. For other entities, it is your employer identification number (EIN).

**Part II: Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or for a corporation, the number is valid).
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding and I am not subject to backup withholding because (i) the IRS has notified me that I am not subject to backup withholding and (ii) I am not subject to backup withholding because I have not been notified by the IRS that I am subject to backup withholding and I am not subject to backup withholding because I have not been advised that I need to file an amended return.

**Sign Here**

**Signature of U.S. person**

**Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or for a corporation, the number is valid).
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding and I am not subject to backup withholding because (i) the IRS has notified me that I am not subject to backup withholding and (ii) I am not subject to backup withholding because I have not been notified by the IRS that I am subject to backup withholding and I am not subject to backup withholding because I have not been advised that I need to file an amended return.

**General Instructions**

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

**Future developments**: For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW-9.

**Purpose of Form**: An individual or entity (Form W-9 requestor) who is required to file an information return with the IRS must obtain the correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return. If the amount paid to you, or other information reportable on an information return, exceeds the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1098-K (merchandise and third party network transactions)
- Form 1096-K (taxable registered interest, tuition, student loan interest, 1096-1 (tuition)
- Form 1096-C (capital gain or disposition of property)
- Form 1099-A (acquisition or abandonment of distressed property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requestor with a TIN, you might be subject to backup withholding. See What is backup withholding?