



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

REQUEST FOR PROPOSAL #ELCMDM2017-04

Enterprise Network Support and Hosting Services

RELEASED: January 6, 2017

SUBMISSION DUE DATE: February 7, 2017 @ 12:00 P.M. EST (Coalition's Clock Time)

AVAILABLE FUNDING

Total funding allocated will not exceed \$185,000.00

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 of this Request for Proposal (hereinafter referred to as “RFP”) by the Early Learning Coalition is to procure a contract for Enterprise Network Support and Hosting Services, with a not-to-exceed amount of \$185,000.00. Through the RFP, the Early Learning Coalition will select one or more Proposers to provide the services described herein and reserves the right to execute multiple contracts as deemed necessary to provide the requested services to the different programs offered by our organization.

It is the Proposer’s responsibility to examine this RFP, 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 RFP will be procured in accordance with s. 287.057, F.S. Contract(s) resulting from this solicitation, if any, are anticipated to commence **July 1, 2017** and end on **June 30, 2018**, and will be awarded through written notice to qualified and responsive Proposer(s) who(se) 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 Twelve (12) months (unless otherwise specified, and may be renewed for a period not to exceed the greater of three (3) years or the term of the original contract, subject to Proposer’s successful performance under the Contract and the availability of funding. A copy of the proposed Contract is attached as **Exhibit 13**.

SECTION 2: RFP PROPOSAL PROCESS

2.1 Point of Contact

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

Lisney Badillo
Director of Contracts & Procurement
Early Learning Coalition of Miami-Dade/Monroe, Inc.
2555 Ponce de Leon Blvd., Suite 500
Coral Gables, FL 33134
Email: EnterpriseNetworkSupportRFP2017@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 subcontractor 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 Early Learning 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 RFP must be forwarded in writing by U.S. Mail or by email to EnterpriseNetworkSupportRFP2017@elcmdm.org on or before **January 17, 2017 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. Copies of responses to all inquiries will be made available on the Early Learning Coalition's website by **January 27, 2017 at 5:00 p.m. (EST)**.

2.5 Rejection of Proposals and Waiver of Minor Irregularities

The Early Learning Coalition reserves the right to reject any Proposals received pursuant to the RFP 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 RFP 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 Notice of Contract Award

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

2.7 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 RFP 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 ten (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 RFP 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 500, 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

1. 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 RFP 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 Proposer must be concise and comply with the RFP page limit requirements of 10 pages. Proposer will be judged based on overall percentage achieved. Proposer will be required to present their proposal to the evaluation committee on **February 14, 2017**.

The evaluation process is designed to assess the Proposer's ability to meet the Early Learning Coalition requirements and to identify the Proposer likely to satisfy those requirements. The evaluation process will be conducted in a thorough and impartial manner at a proposal evaluation committee meeting held according to Ch. 286, F.S. Proposers are advised to periodically check the Early Learning Coalition website calendar www.elcmdm.org for the scheduled date, time, and location of this session, should changes occur. Proposers should also reference **Appendix "A"**, which contains a list of the currently scheduled events in connection with this RFP.

Subsequent to the end of the evaluation process, the proposal evaluation committee will rate Proposers, who in their judgment, best meet the needs and requirements of the Early Learning Coalition. While price is an important factor in selecting Proposer(s) for an award, other factors in the competitive process will be considered and may take precedence over price. Those factors may include, but are not limited to, the following: quality of service offered, operating characteristics, technical innovations, administrative capability, previous experience in providing the same or similar services, and the ability to achieve the deliverables as specified in Section 3.4.

The Early Learning Coalition's Board of Directors, in their sole discretion, may elect not to award a Contract to any Proposer under this RFP. Proposer(s) may be selected for further evaluation in the context of an oral presentation, in-person interview, conference calls, or a combination of the foregoing. References may be checked and background checks may be performed to verify information submitted in the Proposals.

SECTION 3: MINIMUM PROGRAMMATIC REQUIREMENTS

3.1 General Statement of Services to be Provided

Purpose

The Early Learning Coalition of Miami-Dade/Monroe is issuing this RFP for Enterprise Network Support and Hosting Services for Miami-Dade and Monroe Counties. The Enterprise Network Support and Hosting Services is needed to support the Coalition's technology infrastructure.

The awarded agency shall provide the following services to the Coalition Management Information Services (MIS):

- a. Ensure long term retention of organization emails up to ten (10) years.
- b. Ensure secure and reliable backup of server configurations and other vital data
- c. MUST ensure hosting support for legacy 2003 server and Oracle base EFS system
- d. Must show demonstrated history of at least 7 years support EFS, Enhanced Field System
- e. Ensure 'redundancy' for existing virtual images
- f. MUST show 8 years of experience in hosting secure cloud services

- g. Ensure safe mal-ware, virus free internet access.
- h. Ensure reliable 24/7 access to public websites for clients seeking services.
- i. Ensure professional technical assistance for network maintenance including wiring, security, and other network functions key to maintaining interoperability.
- j. Plan 'should not include' specifications to host/maintain/install desktop applications such as the Microsoft Office

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 Specifications

In a maximum of eighteen pages (18), each proposer must provide responses to the section(s) for which you are bidding. Section A shall not exceed ten (10) pages (see below) and no longer than two (2) pages for each of the remaining sections. Proposals exceeding the maximum number of pages eighteen (18) will not be considered during the evaluation process. Each proposal must prepare a plan that provides responses to the following:

- A. Program Management
- B. Organizational Capacity
- C. Staffing plan
- D. Work Plan
- E. Budget

A. Program Management for Enterprise Network Support and Hosting Services.

Describe a plan that would entail oversight of the networking team, management of emails, backups, enterprise protection against internet threats, 24/7 access to enterprise websites, secure bunker hosting of enterprise network.

Management plan should include a description for implementation and assurance for each service as follows:

1. Host Network at Local Private Secure Bunker

- a. Provide professional network and infrastructure support to host the network at a secure **class 4 or higher** bunker site with proof of SAS70 or SOC 1 equivalent.

1. Work with local internet and telephone service providers to continue to redirect internet and other interoperable points to ensure connectivity; and
2. Secure Coalition property items at the Bunker; and
3. Ensure proper connection to the internet, SQL, and email services at new location after the physical move is complete; and
4. Ensure proper logins, desktop email settings, VPN, and other firewall functions; and
5. Ensure proper replication, backups, user folders, and desktop connectivity back to the Coalition offices (Dade and Monroe counties).

2. Information technology services

- a. Provide GFI Mail Archiver. The GFI Mail Archiver specifications shall be as follows:
 1. Provide mail retention Hosting Services using GFI Mail Archiver from <http://www.gfi.com/mailarchiver/> to Coalition staff and management with the following capabilities and functions:
 - a. Manage and reduce mailbox quotas on Microsoft Exchange server; and
 - b. Reduce reliance on cumbersome OST files; and
 - c. Archive past, present and future emails into one or multiple databases and avoid complex backup plans to copy OST files from each employee's workstation; and
 - d. Allow Coalition employees to complete the following:
 - i. access and manage all archived email from anywhere in the world using their web browser; and
 - ii. retrieve old and deleted emails on demand - with full thread and conversation; and
 - iii. To use advanced email search and 'Saved Search' capabilities.
 - e. Allow Coalition MIS Team to complete the following:
 - i. access to emails if required for discovery and email compliance purposes, internal inquiries and employee monitoring; and
 - ii. safeguard the Coalition's MIS team in customer lawsuits; and
 - iii. allow Coalition MIS team to audit stored emails to ensure sender and recipient authenticity; and
 - iv. Complete and secure archive of all company email.
 2. Backup and Recovery (12 Months of Service)
 - a. Provide on-line backup and security. Online Backup & Security Specifications shall be as follows:
 1. Primary server located in Cat-5 Level Building, dual FPL feeds, 4 OC-12 Internet Diverse pipes, and dual power generators. The awarded agency shall ensure this server is located at Telefonica Data USA's Key Center co-location computer room in West Miami Dade County or equivalent; and
 2. Secondary server located in Level-3 co-location computer room hosted by North Carolina Internet using Verizon Internet Ds3; and
 3. File rsync software replication runs daily to synchronize the file systems; and
 4. In case of primary site failure, a DNS change will redirect your URL to secondary server; and

5. System state and full system backups are archived to tape daily, weekly, and monthly and retained for up to 7 years; and
 6. Building security is provided by co-location providers. Both are manned facilities with security check in and additional protocols for hardware check in and removal; and
 7. Servers are safeguarded from Internet with IPcop v1.4.10 as an Intrusion Detection and Prevention using full packet Inspection; and
 8. Logs are reviewed daily using Microsoft Operations Manager 20XX; and
 9. Microsoft Patches are applied monthly (the second Saturday of the month). Additional Emergency patches are applied as vulnerabilities are published.
3. Website Hosting/Upgrades
- a. Provide Website Hosting Services for both www.elcmdm.org and www.vpkhelp.org to include a robust database driven backend with an elaborate GUI for end users.
 - b. Website Hosting Services shall include the following:
 1. A leased, managed server to host the websites; and
 2. Management of the Administrative Tool; and
 3. Guaranteed 99.99% up-time.
4. Safe Internet and Email Access
- a. Provide Safe Internet and Email Access connectivity and must be malware protection, and virus free internet access;
 - b. Provide Goggle Services (or equivalent) to 350 Coalition users monthly (to ensure mal-ware protection, and virus free internet access).
5. Technical Support Services
- a. Technical Support Services may include, but not limited to, at times items at the secure bunker may require technical support, desktops and servers may be required follow-up questions.
 - b. Provide network support services for the administration of the MIS infrastructure at the Coalition. Support can be provided via telephone, remotely, in person or e-mail. Support may include, but not limited to, user's configurations may need to be adjusted, added or deleted.
 - c. Any representatives of the awarded agency must have the capacity to support the Coalition's network in the following areas:
 1. Six (6) MS Windows Servers; and
 2. Support for MS Windows 20XX Server, MS Exchange 20XX Server, and MS Windows SQL 20XX; and
 3. Support for Blackberry Enterprise Server; and
 4. Support for Symantec 5420 Gateway v3; and

5. Support six (6) Dell switches; and
6. Support two (2) Dell switches; and
7. Update and support wireless access points with new routers; and
8. Support on Comcast and Adtran Router; and
9. Installation of phone and network drops on an as-needed basis; and
10. Postini/Goggle Services; and
11. Upgrade to local back-up server; and
12. Upgrade servers as per agreed upon hardware options; and
13. Setup and maintain virtualization per agreed upon configuration; and
14. Sharepoint server

3. Network Support Services

- a. Provide support for firewalls, routers and switches; and
- b. Analyzing functions; and
- c. Network traffic management; and
- d. Network services for Miami-Dade and Monroe Counties, and in all of the Coalition's location(s).

As noted below the selected vendor must provide monthly and/or quarterly reports to the Coalition. Upon contract negotiation, the specifics of the reporting will be discussed in more detail. Reporting forms will be generated and monthly contractor meetings will be scheduled to ensure adherence of services, deadlines and discussions of barriers. **In addition to the requested information listed above, provide a sample reporting form that may include back up summary report, hosting report, service summary report, and other data that will help inform the Coalition of the progress the project is making.**

B. Organizational Capacity

Describe the capacity of your organization to deliver these services. Include past experience managing service programs, etc. The organization must demonstrate at least three (3) years of experience in the delivery of Enterprise Network Hosting and Network Administration Services or similar projects, organizational capacity and ability to provide implementation and oversight of a comprehensive project.

C. Staffing Plan

Provide a description of the staffing plan including name and qualifications of a program supervisor who has at least a bachelor's degree in any of the spectrums of information technology or a related field.

In addition, qualifications and names, if available, of staff (as shown on staffing plan) dedicated to the project, including detailed education qualifications, descriptions of in-field experience, and explanation of what positions they will hold and what role they will play in the administration of this RFP. Field staff shall have at the least an associates' degree in technology or equivalent certification(s),

or related field, and 3 years experience in enterprise network administration. All staff shown in staffing plan is subject to approval of the Coalition.

D. Work Plan

Attach a work plan that clearly describes the process that would facilitate ensuring fulfillment of the Project implementation.

Work plan should define organizational clarity of hosting enterprise networks in a secure bunker and providing enterprise network administration and clear implementation/transition plans, and any information deemed necessary to meet Early Learning Coalition requirements.

E. Budget and budget narrative

The Proposal must include a budget /narrative and costs for Enterprise Network Support and Hosting Services with sufficient detail to allow proper evaluation. **At no time shall the Coalition fund indirect administrative costs in excess of five (5) % percent of direct program services for the total Contract amount.** Please visit www.elcmdm.org, click vendors tab, and then ELC budget template.

SECTION 4: INVOICING AND PAYMENT OF INVOICES

The Contract resulting from this RFP will be a Cost Reimbursement 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.

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: **RFP for Enterprise Network Support and Hosting Services**
 - c. Request for Proposal Number: **RFP#ELCMDM2017-04**
 - d. Proposer's Name
- (3) Proposal Responses**

Response should include:

- a. Description of Proposer's expertise in Enterprise Network Support & Hosting.
 - b. In a maximum of eighteen pages (18), each proposer must provide responses to the section(s) for which you are bidding. Section A shall not exceed ten (10) pages (see below) and no longer than two (2) pages for each of the remaining sections. Proposals exceeding the maximum number of pages (18) will not be considered during the evaluation process. Each proposal must prepare a plan that provides responses to the following:
 - A. Program Management
 - B. Organizational Capacity
 - C. Staffing plan
 - D. Work Plan
 - E. Budget
 - c. Description of Proposer's relevant work history in South Florida with non-profit organizations;
 - d. Description of Proposer's plan on how it will render the services requested described in Section 3.4
 - e. Description of Proposer's Software Services geared to non-profit organizations;
 - f. Describe Proposer's licensing model? What additional licenses are available?
 - g. Description of the Proposer's tools already in place that will be used to provide the services requested;
 - h. Describe how services will be delivered (on-site, off-site, remote connection, etc.);
 - i. Provide example of reporting tools and data integration tools.
 - j. Provide a list of staff /positions the Proposer will assign to this project along with a brief description of their credentials and experience on similar projects;
 - k. Describe maintenance (support) Proposer will provide;
 - l. If the Proposer 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, Proposer agrees to match the lowest hourly rate under any existing governmental agency contract.
 - m. A current certificate of good standing issued by the Florida Department of State and Articles of Incorporation along with any other organizational documents sufficient for the purpose of the procurement.
 - n. A certificate of general liability insurance coverage listing the Early Learning Coalition as an additional named insured.
- (4) Proposed Budget and budget narrative for each year of the Contract term.
- (5) Request for Acceptance of Contract Terms and Conditions Form (**Exhibit 1**)
- (6) Initial Screening of Fatal Flaws (**Exhibit 2**). **For Coalition use only.**
- (7) Quantitative Evaluation Criteria (**Exhibit 3**). **For Coalition use only.**

- (8) Request for Proposal Acknowledgement Form (**Exhibit 4**)
- (9) Request for Non-Collusive Affidavit (**Exhibit 5**)
- (10) Request for Statement of Non Involvement Form (**Exhibit 6**)
- (11) Request for Certification Regarding Debarment, Suspension and Other Responsibility Matters Primary Covered Transaction Form (**Exhibit 7**)
- (12) Sworn Statement Pursuant to s 287.133(3)(a), F.S., on Public Entity Crimes Form (**Exhibit 8**)
- (13) Request for Non-Discrimination Statement Form (**Exhibit 9**)
- (14) Request for Certification Regarding Lobbying Form (**Exhibit 10**)
- (15) Request for Certification Regarding Drug-Free Workplace Form (**Exhibit 11**)
- (16) Request for Financial and Compliance Audit Requirements (**Exhibit 12**)
- (17) Articles of Incorporation/Organization
- (18) Good Standing Certificate issued by the Florida Department of State

6.2 Format

Respondent(s) shall submit to the Early Learning Coalition an 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 Enterprise Network Support and Hosting Services,**” with the individual program name and submitting agency on the front.

To be considered for evaluation, a respondent’s response must conform to the content and format requirements described herein. Responses must be double-spaced, in twelve (12) point font type on 8.5x11 white paper, with tabbed sections and in sealed envelopes.

All 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., 2555 Ponce de Leon Blvd., Suite 500, Coral Gables, FL 33134, on or before **February 7, 2017 by 12:00 p.m. EST (Coalition's Clock Time)**. A Proposer that submits a Proposal by mail should allow sufficient mail handling time to ensure timely delivery of the Proposal to the Early Learning Coalition office. No Proposals will be accepted after the submission deadline. Submission by email or facsimile will not be accepted.

6.4 Presentation

The Proposer **must** present their Proposal to the Evaluation Committee on **February 14, 2017** at the Early Learning Coalition's headquarters. The presentation cannot exceed twenty (20) minutes. The Proposer's scheduled time of their presentation will be determined and announced on the Early Learning Coalition's website at www.elcmdm.org. **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 RFP, 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 Proposer in responding to this RFP.

6.7 Other Required Information

All Proposers 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"
RFP # ELCMDM2017-04
Enterprise Network Support and Hosting Services
APPLICATION TIMETABLE / IMPORTANT DATES *

ACTIVITY	DATE	TIME	ADDRESS
Release of RFP for Enterprise Network Support and Hosting Services RFP# ELCMDM2017-04	January 6, 2017	N/A	Notice of RFP posted on the DOE, Admin Weekly, and ELC websites.
All written inquiries to be received	January 17, 2017	12:00 PM (EST)	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134
Early Learning Coalition's response to inquiries	January 27, 2017	5:00 PM (EST)	Responses to Inquiries posted on ELC website.
Sealed Applications must be received	February 7, 2017	12:00 PM (EST)	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134
Initial opening of Applications	February 9, 2017	TBD	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134
First Meeting of the Evaluation Committee And Proposer's Presentations	February 14, 2017	TBD	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134
Proposal Review period for Evaluation Committee	February 14, 2017-March 3, 2017	N/A	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134
Meeting with Evaluation Committee to compile, review and finalize results	March 8, 2017	TBD	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134
Early Learning Coalition's Finance Committee review and approval of Evaluation Committee recommendations	TBD	TBD	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134
Early Learning Coalition's Board Committee review and approval of Evaluation Committee recommendations	TBD	TBD	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134
Posting of Notice of Award	TBD	TBD	

			Contract Award posted on ELC website.
Initiation of Contract Negotiations	TBD	N/A	TBD
Effective Date of Contract	July 1, 2017	N/A	N/A
<i>* All dates and events are subject to change at the discretion of the Early Learning Coalition.</i>			

APPENDIX "B"

APPLICATION

Early Learning Coalition Miami-Dade/Monroe Application Form

RFP # ELCMDM2017-04

Enterprise Network Support and Hosting Services

Agency Name: _____

Agency Unit (if applicable): _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Mailing Address (if different): _____

City: _____ **State:** _____ **Zip Code:** _____

Agency Telephone: _____ **Fax Number:** _____

Agency Email Address: _____ **Website Address:** _____

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

Federal I.D. #: _____ **Date Agency Established (mo/yr):** _____

Current Annual Agency Budget: \$ _____ **Fiscal Year End (month):** _____

Program/Service Name: _____

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

Name/Position of Person Completing Application: _____

Email Address: _____ **Phone:** _____

Executive Director/CEO: _____ **Phone:** _____

Email: _____ **Fax:** _____

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

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

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

Public Relations Contact: _____ **Phone:** _____
Email: _____ **Fax Number:** _____

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

EXHIBIT 1
RFP # ELCMDM2017-04
Enterprise Network Support and Hosting Services

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 RFP.

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
RFP # ELCMDM2017-04
Enterprise Network Support and Hosting Services

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
RFP # ELCMDM2017-04
Enterprise Network Support and Hosting Services

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.

<u>Enterprise Network Support and Hosting Services</u>	
<u>Scoring Factors - Management</u>	37 Points
1. Proposal describes in detail program management scheme including an organizational and program flow chart of program's management.	5
2. Narrative explains ensuring secure and reliable backup of server configurations and other vital data.	5
3. Narrative clearly identifies plans to safe mal-ware, virus free internet access.	5
4. Narrative describes plans to ensure quality of hosting enterprise networks in a private secure bunker and providing enterprise network administration particularly up time (24/7 enterprise network access).	15
5. Narrative describes plans to ensure long term retention of organization emails.	5
6. Provide Sample reports	2

<u>Scoring Factors - Capacity</u>	10 Points
1. The organization meets the minimum requirements as indicated in the proposal.	5
2. The organizational history and background of successful implementation of prior comprehensive projects provides specific indications for successful hosting enterprise networks in a secure bunker and providing enterprise network administration.	5

<u>Scoring Factors - Staffing</u>	13 Points
1. Staffing narrative provides clear descriptions of each position to be used to implement the work plan.	8

2. Staffing plans indicate exemplary levels of education or certifications of identified staff as needed and identified by job responsibilities.	5
--	---

<u>Scoring Factors - Work Plan</u>	25 Points
1. Work plan describes organizational clarity of hosting enterprise networks in a private secure bunker and providing enterprise network administration and provides clear implementation/transition plans.	15
2. Work plan clearly indicates staff utilization.	10

<u>Scoring Factors - Budget</u>	15 Points
1. Budget reflects staffing requirements.	10
2. Budget is reflective of limitations of indirect allocations.	5
TOTAL EVALUATION POINTS	100

EXHIBIT 4
RFP # ELCMDM2017-04
Enterprise Network Support and Hosting Services

REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM

Proposer Name

Proposer Mailing Address

City

State

Zip Code

Point of Contact

Title

Telephone Number

Fax Number

Email Address

Website Address

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same material, supplies, equipment or services and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify I am authorized to sign this response and that the offer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. **THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE 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
RFP # ELCMDM2017-04
Enterprise Network Support and Hosting Services

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

_____ being first duly sworn deposes and says that:

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

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

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

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any Proposer, firm or person to fix the price or prices in the attached Proposal or any other Proposal 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.

By: _____
Name: _____
Its: _____

SWORN TO and subscribed before me this ____ day of _____, 2016, 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 6
RFP # ELCMDM2017-04
Enterprise Network Support and Hosting Services

STATEMENT OF NO INVOLVEMENT

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

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

**Typed Name of Authorized
Official:** _____

Title of Authorized Official: _____

Signature of Authorized Official _____

Date Signed: _____

EXHIBIT 7
RFP # ELCMDM2017-04
Enterprise Network Support and Hosting Services

**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 charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Name of Company

Signature

Date

EXHIBIT 8

RFP # ELCMDM2017-04

Enterprise Network Support and Hosting Services

**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 Statues, 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 charges 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 INFOR A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Name and Title of Authorized Representative

Signature

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this _____ day of _____, 2016, 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
RFP # ELCMDM2017-04
Enterprise Network Support and Hosting Services

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

EXHIBIT 10
RFP # ELCMDM2017-04
Enterprise Network Support and Hosting Services

CERTIFICATION REGARDING LOBBYING

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

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

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

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

Name and Title of Authorized Representative

Name of Company

Signature

Date

EXHIBIT 11
RFP # ELCMDM2017-04
Enterprise Network Support and Hosting Services

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F and 45 CFR part 82.

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
RFP # ELCMDM2017-04
Enterprise Network Support and Hosting Services

FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

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

PART I: FEDERAL REQUIREMENTS

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

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A133, as revised.

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

PART II: STATE REQUIREMENTS

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

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

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(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

EXHIBIT 13
RFP # ELCMDM2017-04
Enterprise Network Support and Hosting Services
SAMPLE CONTRACT

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

CONTRACTOR

TITLE OF PROGRAM

NAME OF FEDERAL OR STATE AWARDING AGENCY

CFDA Number(s): _____ CSFA Number(s): _____

State Award Number(s): _____ Title of State Project: _____

CONTRACT AMOUNT: \$ _____ CONTRACT NUMBER: _____

ARTICLE I
INTRODUCTION

A. PARTIES TO CONTRACT

This Contract is made and entered into by and between the **Early Learning Coalition of Miami-Dade/Monroe, Inc.** (the "Early Learning Coalition") and _____ ("the Contractor") (the Early Learning Coalition and Contractor sometimes individually referred to as a "Party", and collectively, the "Parties").

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

ARTICLE II
GENERAL CONDITIONS

A. DEFINED TERMS

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

B. EFFECTIVE TERM

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

C. METHOD OF PAYMENT

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

Contract Number C XX-XX
Between
Early Learning Coalition of Miami-Dade/Monroe Inc.
and

D. TOTAL PAYMENT

Subject to the availability of funds, payment for contracted services shall not exceed \$_____. The Early Learning Coalition's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The Early Learning Coalition shall be the final authority as to the availability of funds for this Contract. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

E. STATEMENT OF WORK

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

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

F. CONTRACTOR'S CONDITIONS

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

1. **Certificate of Contractor.** The Contractor shall provide the Early Learning Coalition's Contract Manager, within fifteen (15) days of Contract execution; with a certificate executed by an executive officer of the Contractor acknowledging that the Contractor's governing body has been apprised of the fiscal, administrative and contractual obligations of the project funded through the Early Learning Coalition.

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

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

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Contract have been so audited, whichever is later. If the Contractor **does not** have a completed financial audit, the Contractor is required to submit the most recent annual financial statements, completed by a certified public accountant. The Contractor shall provide the annual financial statement to the Early Learning Coalition's Contract Manager within thirty (30) days of contract execution.

G. INSURANCE

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

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

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

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

The Early Learning Coalition may require professional services firms to provide appropriate errors and omissions insurance to cover certain services at its sole discretion.

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

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

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6. **Certificates of Insurance:** All Certificates of Insurance shall indicate no modification or change in insurance shall be made without thirty (30) 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 500
Coral Gables, FL 33134**

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

7. The Contractor shall be responsible for assuring that the Certificates of Insurance 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 Contract. 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 thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewal certificates which cover the Term, the Early Learning Coalition shall suspend the Contract until such time as the new or renewed certificates are received by the Contract Manager; provided, however, that the suspension period may not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the Early Learning Coalition may terminate this Contract (as provided in Article II, Section I (4) (xiii) hereof) and seek damages from the Contractor, including legal fees, as provided herein.

8. The Contractor shall not commence any work in connection with this Contract until the Early Learning Coalition's Contract Manager has approved the required Certificates of Insurance. All insurance policies shall be with the insurers qualified to do business in Florida. The Early Learning Coalition's Contract Manager shall be furnished proof of coverage of insurance by certificates of insurance accompanying the Contract 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.

H. CERTIFICATION OF CONDUCT

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

I. TERMINATION

1. **Either Party.**

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

2. **Coalition for Convenience.**

The Early Learning Coalition may terminate this Contract at any time, with or without cause, upon written notice to Contractor. The Contractor shall immediately cease performance of services

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upon written notice. The Early Learning Coalition shall not be liable to the Contractor for any cancellation charges or lost profits. The Early Learning Coalition shall only be liable to pay for services rendered up to the date of termination.

3. Coalition for Lack of Funds.

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

4. Coalition for Cause.

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

(i) Material breach of any provision of this Contract and Contractor's failure to cure such material breach within thirty (30) days from the date of Coalition's written notice;

(ii) Ineffective or improper use of Early Learning Coalition funds as determined by the Early Learning Coalition in its sole judgment;

(iii) Failure to provide proof of licensure, certification or background screening as required by the Early Learning Coalition;

(iv) Failure to submit complete and accurate reports to the Early Learning Coalition;

(v) Refusal to allow the Early Learning Coalition full access to records;

(vi) Refusal to allow the Early Learning Coalition to monitor, evaluate and review programs;

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

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

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

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

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

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

(xiii) Failure to provide Certificates of Insurance pursuant to Article II, section G (7) hereof.

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

J. REMEDIES IN LIEU OF TERMINATION FOR CAUSE

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Early Learning Coalition of Miami-Dade/Monroe Inc.
And

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

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

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

3. The Early Learning Coalition may debar the Contractor from future contracting with the Early Learning Coalition. Furthermore, the Early Learning Coalition may report the Contractor to the Florida Department of Management Services for the potential inclusion of the Contractor's name on the suspended vendors list for an appropriate period.

K. AUDITS AND INSPECTIONS

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

L. RECORDS RETENTION

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

M. CONTRACTOR INDEMNIFICATION

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

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

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

N. CONFIDENTIALITY

1. The Contractor acknowledges that in the course of performance of this Contract, it may learn of confidential information of a special and unique nature, including, but not limited to methods and systems and information regarding the Early Learning Coalition's business, affairs, plans, employees and trade secrets. The foregoing, together with any other information and materials that the Early Learning Coalition designates or treats as "confidential" are hereafter referred to collectively as "Confidential Information". The Contractor agrees that all such Confidential Information, together with all goodwill associated therewith, is and shall remain the sole and exclusive property of the Early Learning Coalition and that all Confidential Information made available to the Contractor is provided or revealed to the Contractor in trust and confidence. As a material inducement for the Early Learning Coalition to enter into this Contract, the Contractor agrees that during and after the Term, it shall not directly or indirectly, divulge or disclose to any person whatsoever or use for any purposes or in any manner any Confidential Information other than as permitted in the Contract or as shall be authorized in writing by the Early Learning Coalition.

2. In the event that the Contractor is required, by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, to disclose any Confidential Information, the Contractor will provide the 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 provisions hereof; provided, however, that if in the absence of a protective order or the receipt of such waiver, the Contractor is compelled to disclose Confidential Information not otherwise disclosable hereunder to any legislative, judicial or regulatory body, agency or authority or else be exposed to liability for contempt, fine or penalty or to other censure, such Confidential Information may be so disclosed.

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

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

5. Where applicable, to comply with section 1002.97, Florida Statutes, as amended, regarding confidential educational and child assessment data and to comply with all applicable federal and state education privacy laws.

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

O. SUBCONTRACTING

1. The Contractor agrees to neither assign the responsibility for this Contract to another party nor subcontract for any of the work contemplated under this Contract without prior written approval

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of the Early Learning Coalition, which shall not be unreasonably withheld ("Qualified Subcontractor"). Any sublicense, assignment, or transfer otherwise occurring, without prior approval of the Early Learning Coalition, shall be null and void.

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

P. INDEPENDENT CONTRACTOR

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

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

Q. SPONSORSHIP

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

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

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

R. PUBLICITY

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

2. The Contractor shall only use such trade names, trademarks, logos or other designations of the Early Learning Coalition or any simulations thereof (collectively, the "Trademarks") as may be authorized in writing by the Coalition. All such use shall be in accordance with the Early Learning Coalition's instructions and any such authorization may be withdrawn or modified at any time. The Contract shall adhere to all quality standards set by the Early Learning Coalition and Contractor shall permit inspection by any authorized representative of the Early Learning Coalition, of the Contractor's operations that are covered by the Trademarks. The Contractor shall, in the event of termination or expiration of this Contract, immediately cease all use of any Trademarks. The Contractor shall not register or attempt to register or assert any right of ownership in any of the Early Learning Coalition's Trademarks. The Contractor shall immediately notify the Early Learning Coalition in writing upon learning of any potential or actual infringement of any Trademark owned by or licensed to the Contractor by the Early Learning Coalition, or of any actual or potential infringement by the Early Learning Coalition of the rights of any third party.

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

S. GRATUITIES

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

T. INVENTIONS, PATENTS, AND COPYRIGHTS

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

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

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works of, use, sell and otherwise distribute such prior Invention as part of or in connection with such product or process ("Prior Invention").

3. The Contractor agrees that:

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

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

(iii) In the event that the Invention is not deemed to be a "work made for hire", then the Contractor immediately assigns to the State of Florida, or its designees, all its right, title and interest throughout the world in and to the Invention which it conceived or developed or reduced to practice, or caused to be conceived or developed or reduced to practice (solely or jointly with others), during the Term of this Contract. The Contractor further agrees to execute any agreements in the future to effectuate the assignment.

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

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

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

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

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hereby waives and irrevocably quitclaims to the State of Florida any and all claims, of any nature whatsoever, which it now or hereafter has for infringement of any and all Intellectual Property rights assigned to the State of Florida.

U. INFORMATION SECURITY OBLIGATIONS

1. The Contractor shall identify an appropriately skilled employee to function as its Data Security Officer who shall act as the liaison to the Early Learning Coalition's Security Officer and who will maintain an appropriate level of data security for the information the Contractor is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access and ensuring that user access has been removed from all terminated Contractor employees. **[The Early Learning Coalition's Security Officer can be contacted at (305) 646-7220].**

2. The Contractor shall have information security policies, procedures and/or protocols. The Contractor shall furnish Security Awareness Information to its staff.

3. The Contractor shall notify the Early Learning Coalition within 24 hours if there is a breach of its information, security guidelines or if unauthorized persons gain access to confidential or private information belonging to parents or children served.

V. FLORIDA'S OFFICE OF EARLY LEARNING AND THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

The Contractor acknowledges that the Early Learning Coalition, OEL, and the Florida Department of Economic Opportunity, Inc. have jointly implemented a Temporary Assistance to Needy Families Program ("Program"). The Early Learning Coalition encourages Contractor participation in the Program.

W. EMERGENCY PREPAREDNESS

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

ARTICLE III
PROGRAM MANAGEMENT

A. ADHERENCE TO THE TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL

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

B. MONITORING

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

2. The Contractor shall permit the Early Learning Coalition, or its designees, to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function and requirements of the Early Learning Coalition. Monitoring results and findings shall be communicated to the Contractor through an official written report ("Report"). The Contractor shall rectify any deficiencies within the period of time specified in the Report. If such deficiencies are not corrected within the specified time, the Early Learning Coalition may suspend payments or terminate this Contract pursuant to Article II, Section I (4) (ix) hereof.

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

C. STAFFING REQUIREMENTS

The Contractor shall maintain an organizational structure and adequate administrative and support staff sufficient to fulfill the Contractor's obligations under this Contract. The Contractor shall submit completed Staffing Rosters, New Hire & Termination Reports, and Organizational Charts in accordance with Attachment 1, Exhibit 2, which is attached hereto and incorporated herein by this reference. In the event the Early Learning Coalition determines that the Contractor's staffing levels do not conform to those in the Contractor's approved budget, the Early Learning Coalition shall advise the Contractor in writing and the Contractor shall have thirty (30) calendar days to remedy the identified staffing deficiencies. Failure to comply may result in the suspension of services and payment under this Contract until staffing levels are corrected. Budget modifications may be required when vacancies are not filled within the specified time frame and result in program income in accordance with Article IV, Section A hereof.

D. MEETINGS

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

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

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

E. INCIDENT REPORTING

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

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

F. RESPONSIVENESS

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

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

Such systems shall be updated on a quarterly basis.

G. PROGRESSIVE INTERVENTION AND PROGRAM IMPROVEMENT

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

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

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

- (i). Implement a financial penalty phase to identify specific contract funds to be redirected at the discretion of the Early Learning Coalition for performance improvement as set forth in Article I Section A hereof;

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- (ii) Re-procurement of a service(s) in underperforming programmatic areas; and/or
- (iii) Re-procurement of the entire contract.

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

**ARTICLE IV
FINANCIAL MANAGEMENT**

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

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

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

- (i) Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total Contract payments during the period in which the Corrective Action Plan has not been implemented or in which acceptable progress toward implementation has not been made;
- (ii) Non-compliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty of the total Contract payments during the period in which the Corrective Action Plan has not been implemented or in which acceptable progress toward implementation has not been made;
- (iii) Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty of the total Contract payments during the period in which the Corrective Action Plan has not been implemented or in which acceptable progress toward implementation has not been made.

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

B. MONTHLY INVOICING AND PAYMENTS

The Contractor shall submit invoices, as stated in **Attachment 4, Exhibit 1**, for payment reimbursement based on the actual expenditures **no later than the 15th of the month** following the month of services. Prior to final payment, invoices and back-up documentation must be received for all funds used. The Contractor agrees to submit requests for payment marked as an original to the Early Learning Coalition’s Account Payable Department at monthly intervals, accompanied by such documentation as required by the Early Learning Coalition and on the 15th of the month, as set forth in **Attachment 2, Exhibit 1**, which is attached hereto and made a part hereof by reference. Late submission by the Contractor may result in delay of receipt of payment. **Payments will not be authorized until the Early Learning Coalition’s Contract Manager has reviewed and approved a properly completed invoice with supporting documentation which has been approved by the**

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Program Director. Invoices shall be submitted to Early Learning Coalition of Miami-Dade/Monroe, Inc., ATTN: Accounts Payable, 2555 Ponce de Leon Blvd., Suite 500, Coral Gables, FL 33134 and an electronic copy to elcinvoices@elcmdm.org, CC: Reports@elcmdm.org referencing (CXX-XX, _____).

1. The Contractor shall submit bills for any travel expenses and/or receipts in accordance with Section 112.061, FS.; and
2. The Early Learning Coalition shall process invoices within 45 days of receipt of a properly completed invoice.

D. BUDGET REVISIONS

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

E. 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 Contract 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 Contract may be withheld until all reports due from the Contractor and necessary adjustments thereto have been approved by the Early Learning Coalition.

E. RETURN OF FUNDS

Contractor shall return to the Early Learning Coalition any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this Contract that were disbursed to the Contractor by the Early Learning Coalition. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately. In the event that the Coalition first discovers an overpayment has been made, the Contract Manager shall notify the Contractor by letter of such findings and the Contractor shall repay said overpayment immediately or be subject to the maximum lawful rate of interest.

F. INTERNAL CONTROLS

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

G. INVENTORY AND COALITION PROPERTY

1. The Early Learning Coalition shall own all property, tangible or intangible, purchased with Early Learning Coalition funds under this agreement. A general inventory of all property purchased with Early Learning Coalition funds shall be provided to the Early Learning Coalition's Contract Manager by the third (3rd) calendar day of each January and July during the Term. The inventory of property shall include (but is not limited to) all software, hardware, copyrights, "work for hire" and related property produced or generated through the performance of this agreement. The inventory of property shall reference the specific Contract number under which funds were allocated to make the

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purchase and the inventory tag number. Contractor shall return all Early Learning Coalition property upon termination of this agreement and/or upon the Early Learning Coalition's request with Early Learning Coalition approval. Contractor may continue to utilize such property for another Early Learning Coalition funded activity with Early Learning Coalition's prior written approval.

2. If the Contractor purchases new inventory with funding from this Contract it must be approved in writing by the Early Learning Coalition's Program Director prior to the purchase of the item, utilizing the Early Learning Coalition's approved form, as stated within **Attachment 3, Exhibit 2.** This inventory will be tagged by the Early Learning Coalition at the time of Contractor receipt.

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

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

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

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

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

8. Title (ownership) to all property acquired with funds from this Contract shall be vested in the Early Learning Coalition and said property shall be transferred to the Early Learning Coalition upon completion or termination of the Contract unless otherwise authorized in writing by the Coalition. In addition to the nonexpendable property identified above, the Contractor will maintain a separate list of property that has a useful life greater than one year that will be returned to the Early Learning Coalition upon termination of the Contract. Items that should be maintained on this supplemental inventory list shall include, but not be limited to, chairs, desks, and other furniture, calculators, computers, printers, facsimile equipment, copiers, books, and other property that represent resources that are not categorized as office supplies or depleted as such.

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

ARTICLE V
MISCELLANEOUS

A. GOVERNING LAW; VENUE

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

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And**

B. FEDERAL LAW

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

C. ENTIRE AGREEMENT

This Contract, and all attachments, sets forth all the promises, covenants, agreements, conditions and understandings between the parties hereto as to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained.

D. NO WAIVER

No waiver of any provision of this Contract shall be effective unless it is in writing and signed by the Party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

E. FURTHER ASSURANCES

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

F. ATTORNEYS' FEES

If any Party is required to engage in litigation or other legal proceeding against the other Party, either as plaintiff or as defendant, in order to enforce or defend any rights under this Contract, and such process results in a final judgment or ruling in favor of such party ("Prevailing Party"), the Party against whom said final judgment or ruling is obtained shall reimburse the Prevailing Party for all 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 to the extent permitted by Section 786.28, FS.

G. CONSTRUCTION

Every covenant, term and provision of this Contract shall be construed simply according to its fair meaning and not strictly for or against any party hereto. This Contract shall not be construed against either party by virtue of a party being deemed the Contract's drafter. The headings of the various sections of this Contract are intended solely for convenience of reference, and shall not be deemed or construed to explain, define, limit, modify or place any construction upon the provisions hereof.

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Wherever the context requires, any noun or pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter in form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural and vice versa as the case may require.

H. COUNTERPARTS

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

I. PROVISIONS SEVERABLE

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

J. CONFLICT OF INTEREST

The Contractor represents that the execution of this Contract does not violate the Early Learning Coalition's Conflict of Interest and State of Florida Code of Ethics, Section 112.311, FS. The Contractor agrees to abide by and be governed by these conflict of interest laws throughout the course of this Contract and in connection with its obligations hereunder.

K. FORCE MAJEURE

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

L. EFFECT OF PRIME CHANGES

This Contract is issued pursuant to the provisions set forth in the Early Learning Coalition's grant award agreement with OEL. If the OEL grant award is amended and the amendment causes this Contract to be inconsistent with or contrary to the grant award, the Parties hereto agree that they will, upon request, negotiate in good faith upon such amendments to this Contract as may be necessary to make this Contract consistent with the requirements of the OEL grant award.

M. NOTICES

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

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1. The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:

XXXXXXX

2. The name of the contract person and street address where financial, administrative and programmatic records are maintained is:

XXXXXXX

3. The name, address and telephone number of the representative of the Contractor responsible for administration of the program under this Contract

XXXXXXX

4. The name, address, and telephone number of the Contract Manager for the Early Learning Coalition of this Contract is:

XXXXXXXXX
Early Learning Coalition of Miami-Dade/Monroe, Inc.
2555 Ponce de Leon Blvd., Suite 500
Coral Gables, FL 33134
Phone: (305) 646-7220 ext.
E-mail:

5. Upon change of representatives of names, address, telephone numbers) by either Party, notice shall be provided in writing to the other Party and the notification attached to the originals of this Contract.

6. The Early Learning Coalition may seek enforcement of this Contract by any action at law or equity available to the Coalition, including, but not limited to, filing an action in a court of competent jurisdiction. Venue for any such action shall exclusively lie in Miami-Dade County, Florida to the extent permitted by Section 768.28, FS. The Contractor shall be responsible for all program and administrative costs of the Early Learning Coalition associated with such an action, including the Early Learning Coalition attorneys' fees associated with such an action;

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And

N. MODIFICATIONS.

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

O. SURVIVAL PROVISIONS

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

P. RELATIONSHIP OF THE PARTIES.

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

Q. NO ASSIGNMENT

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

R. ALL TERMS AND CONDITIONS INCLUDED

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

(REST OF PAGE HAS BEEN LEFT BLANK INTENTIONALLY)

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Early Learning Coalition of Miami-Dade/Monroe Inc.
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SIGNATORY FORM

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

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

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

Contractor:

By: _____

By: _____

Name: _____

Name: _____

Title: President and CEO

Title: _____

Date: _____

Date: _____

Federal Employer ID Number:

(REST OF PAGE HAS BEEN LEFT BLANK INTENTIONALLY)

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**ATTACHMENT 1
STATEMENT OF WORK**

ATTACHMENT 1, EXHIBIT 2
REPORTING REQUIREMENTS

Required Reporting	Frequency	Due Date	Number and Types of Copies Due	Deliver to the following
Administrative Reports/Plans: 1) Staffing Report, new hire & termination reports 2) Organizational Chart 3) Emergency Preparedness Plan 4) Certificate of Status (If applicable)	One time	Within 30 days of Contract execution January 31, 2017	One (1) electronic copy	<p align="center">Hard Copy to: Coalition's Contract Manager, 2555 Ponce de Leon Blvd., Ste. 500, Coral Gables FL 33134 and Electronic Copy to: Coalition's Contract Manager e-mail</p>
Certificate of Contractor	One time	Within 15 days of Contract execution January 15, 2017	One (1) electronic copy	
Insurance and certifications	One time	Prior to contract execution	One (1) electronic copy and one (1) hard copy	
Quarterly Reports (Exhibit A)	Quarterly	April 15 th , 2017; July 15, 2017. If the due date falls on a Saturday, Sunday or legal Holiday, the report is automatically due the following business day.	One (1) electronic copy	
Invoice with back up documentation	Monthly	First invoice due on February 15, 2017. Subsequent invoices due on the 15 th of each following month. If the due date falls on a Saturday, Sunday or legal Holiday, the invoice is automatically due the following business day..	One (1) electronic copy	
Annual Financial Statement and/or Financial Audit	One time	Thirty (30) days of contract execution. Or the earlier of thirty (30) days after the Contractor's auditor releases the Financial Report or nine (9) months after the end of the Contractor's fiscal year	One (1) electronic copy	
Financial close-out	One time	Within 30 days from the end of the Contract term -July 30, 2017	One (1) electronic copy	

**ATTACHMENT 2
BUDGET, Exhibit 1, Invoice**

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 parking, and all other pre-approved expenses

SAMPLE INVOICE



Contractor Name Contractor Address Contractor Phone Contractor

Date: January 5, 2017

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

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

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

Date	Description	Hourly Rate	Hours	Amount
Amount Due				

Make all checks payable to Contractor Name

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

Signature

Date

ATTACHMENT 4 **DEFINITIONS**

Amendment. A document by which changes are made to the terms of an executed contract. (Changes requiring an amendment include but are not limited to, adjustments in costs, services, time period and methods of payment. The amendment is incorporated as if it were part of the original Contract.). Attachment I of the Contract resulting from this RFP will contain additional Contract terms and conditions that will be required of the Contractor. The specific terms and conditions of the Attachment I will be developed following negotiations and determination of the program functions applicable to the Contract.

Early Learning Coalition. The Early Learning Coalition of Miami-Dade/Monroe County previously known as the Miami-Dade County School Readiness Coalition, Inc.

Contract. An agreement between the Early Learning Coalition and the Contractor for the procurement of services. (A formal Contract consists of the Core Contract, Attachment I, plus any other attachments and exhibits.)

Contract Manager. The Early Learning Coalition employee designated by the President/CEO to be responsible for the success of the contract. This individual enforces execution of the contract terms and conditions and often serves as liaison between the Early Learning Coalition and the contractor.

Contractor. The entity providing services under the Contract.

ELCMDM. Abbreviation for the **Early Learning Coalition of Miami-Dade/Monroe, Inc.** used in this document and in coalition business.

Cost Reimbursement. A method of payment used to reimburse the Contractor for actual expenditures incurred.

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

Fiscal Year. An accounting period of 12 months: July 1 through June 30.

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

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

Parties. Shall mean the Early Learning Coalition and Contractor.

Rate Agreement. A method of payment that uses an established rate of payment for a specified unit of service.

Request for Proposal (RFP). Generally used for high-value service contracts that requires services to be customized to fit unique circumstances. Specifications are often complex and the evaluations of proposals thus take significantly longer than evaluations of normal bids.

ATTACHMENT 5
ASSURANCES AND CERTIFICATIONS

The Early Learning Coalition will not award a contract ("Contract") where the Contractor has failed to accept the Assurances and Certifications contained in this section. In performing its responsibilities under the Contract, the Contractor hereby certifies and assures that it will fully comply with the following:

- A. Assurances – Non-Construction Programs (SF 424 B)**
- B. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transaction**
- C. Certification Regarding Lobbying**
- D. Certification Regarding Drug-Free Workplace Requirements**
- E. Certification Regarding Convicted Vendor List and Discriminatory Vendor List**
- F. Certification Regarding Separation of Voluntary Prekindergarten Education Program and School Readiness Program Funds section 1002.89 (5)) Florida Statutes, as amended, section 1002.71(1) and (7) Florida Statutes and 45 C.F.R. § 98.54)**
- G. United States Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995**
- H. Trafficking Victims Protection Act of 2000 (TVPA), as amended, (22 U.S.C. 7104(g))**
- I. Certification Regarding Environmental Tobacco Smoke - The Pro-Children Act of 2001**
- J. Sub-recipient Monitoring**
- K. Certification Regarding Immigration Status**
- L. Certification Regarding Standards of Conduct**
- M. Certification Regarding Prohibition for Distribution of Funds to the Association of Community Organization for Reform Now (ACORN)**
- N. "The Transparency Act" (as defined in 2 CFR Part 170)**
- O. Protection of Human Subjects Assurance Identification/Certification/Declaration (Common Federal Rule).**
- P. Certification of Filing and Payment of Federal Taxes [pdf 40k] Applicable if Grant Agreement exceeds five million dollars. See the pdf file.**
- Q. Equal Employment Opportunity (E.E.O.)**
- R. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 S.C. 1251 et seq.), as amended**
- S. Energy Efficiency**
- T. Scrutinized Companies Lists**
- U. Omnibus Budget Reconciliation Act**
- V. Americans with Disabilities Act of 1990**
- W. Rights to Inventions Made Under Contract or Agreement**
- X. Construction or Renovation of Facilities Using Program Funds**
- Y. Office of Management and Budget (OMB) Circulars**
- Z. Compliance with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)**
- AA. Certification Regarding Background Screening**
- BB. Compliance with Sarbanes-Oxley**

- CC. Certification Regarding Nondiscrimination and Equal Opportunity Assurance**
- DD. Copeland “Anti-Kickback” Act (18 U.S.C.874 And 40 U.S.C. 276c)**
- EE. Davis-Bacon Act, As Amended (40 U.S.C. 276a to A-7)**
- FF. Contract Work Hours and Safety Standards Act**
- GG. Rights to Inventions Made under a Contract or Agreement**

By signing the Contract, the Contractor is providing the above assurances and certifications as detailed below:

A) ASSURANCES – NON-CONSTRUCTION PROGRAMS.

NOTE: Certain of these Assurances may not be applicable to the Contractor’s project or program. If you have questions, please contact the Coalition.

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay for the non-Federal share of project cost) to ensure proper planning, management and completion of the Contract.
2. Will give the awarding agency, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the Early Learning Coalition.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728 – 4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM’s Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107),

which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

7. Will comply with, or has already complied with, the requirements of titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. ss. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. ss. 276a to 276a7), the Copeland Act (40 U.S.C. ss. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. ss. 327-333) regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. ss. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. ss. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. ss. 1271 et seq.)

related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. s. 470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. ss. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. ss. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. ss. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.

B) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The prospective Contractor, through the duly appointed undersigned representative, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency. The Federal Excluded Parties list is currently located at <https://www.epls.gov/> and also available passing through the Florida Department of Management Services website at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list.

The United States Department of Agriculture Food Program's National Disqualification List is available through the Florida Department of Health.

2. Have not, within a three-year period preceding the Contract, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification

or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B.2. of this certification; and/or
4. Have not, within a three-year period preceding the Contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

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

C) CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned, as a duly authorized representative of the Contractor, certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

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 employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

This certification is a 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 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. **Please refer to Attachment 5, Exhibit A.**

D) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Pursuant to the Drug-Free Workplace Act of 1988: 45 C.F.R. Part 76, Subpart F. Sections

76.630(c) and (d)(2) and 76.645(a)(1) and (b), the Contractor, through the duly appointed undersigned representative, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the Contract, the employee will:
 - a. Abide by the terms of the statement.
 - b. 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.
5. Notifying the Early Learning Coalition in writing within ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Contract Manager/Grant officer on whose Contract/Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract(s)/Grant(s).
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
 - a. 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.
 - b. 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.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

Notwithstanding the foregoing, it is not required to provide the workplace address under this Contract. As of today, the specific sites have been disclosed to the Early Learning

Coalition and the Parties and we have agreed not to require the specific addresses, with the understanding that if any of the identified places change during the performance of this Contract, the Contractor will inform the Early Learning Coalition of the changes in writing within five (5) days of the change.

The Contractor will inform the Early Learning Coalition of any changes relevant to the provisions of this section in writing, within five (5) days of the change.

E) CERTIFICATION REGARDING CONVICTED VENDOR LIST AND DISCRIMINATORY VENDOR LIST

The Contractor hereby certifies, through the duly appointed undersigned representative, that neither it, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list, or discriminatory vendor list pursuant to s. 287.134, Florida Statutes, all of which are located at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list.

The Contractor understands and agrees that it is required to inform the Early Learning Coalition immediately upon any change of circumstances regarding this status.

F) CERTIFICATION REGARDING SEPARATION OF VOLUNTARY PREKINDERGARTEN EDUCATION PROGRAM AND SCHOOL READINESS PROGRAM FUNDS, SECTION 1002 FLORIDA STATUTES, AS AMENDED, SECTION 1002.71(1) AND (7) FLORIDA STATUTES and 45 C.F.R. § 98.54

The VPK and the SR programs are independent programs, funded by separate state and federal sources. All expenditures made and fiscal records maintained by the Contractor shall reflect the separation of the expenditure of funds.

The Contractor hereby certifies that:

All SR (Child Care Development Fund, Temporary Assistance to Needy Families, Social Services Block Grant and General Revenue) funds will be expended solely for the operation of the SR programs; and shall be distinctive and clearly identifiable in all fiscal records maintained by the Contractor. All state general revenue funds awarded for the operation of the Voluntary Prekindergarten Education Program shall be used solely in the operation of the Voluntary Prekindergarten Education Program and shall be distinctively and clearly identifiable in all fiscal records maintained by the Contractor.

G) UNITED STATES DEPARTMENTS OF LABOR, HEALTH AND HUMAN SERVICES, AND EDUCATION AND RELATED AGENCIES APPROPRIATIONS ACT OF 1995

In accordance with the Terms and Conditions of the United States Health and Human Services Administration for Children and Families Child Care and Development Fund, the Contractor shall comply with section 507, P.L. 103-333. To the extent practicable, all equipment and products purchased with funds made available in this Act should be

American-Made.

H) TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (TVPA), as amended, (22 U.S.C. 7104(g))

This Contract is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)). The following award term is hereby adopted and incorporated herein by reference as if fully set forth herein:

http://www.acf.hhs.gov/grants/award_term.html.

In accordance with the Terms and Conditions of the United States Health and Human Services Administration for Children and Families Child Care and Development Fund, the Contractor shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000. In each agency award (i.e., grant or cooperative agreement) under which funding is provided to a private entity, section 106(g) of the Trafficking Victims Protection Act of 2000, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or sub awards under the award.

I) CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE - THE PRO-CHILDREN ACT OF 2001

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, lease, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facility are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

J) SUBRECIPIENT MONITORING

The Contractor certifies that it has established and shall implement fiscal and programmatic monitoring procedures for its subcontractors.

K) CERTIFICATION REGARDING IMMIGRATION STATUS

The Contractor certifies that it agrees to comply with the provisions of section 432 of the Personal Responsibility and Work Opportunity Reconciliation Act (42 USC § 1611), ensuring that only individuals eligible for Child Care Development Fund ("CCDF") services receive them.

L) CERTIFICATION REGARDING STANDARDS OF CONDUCT

The Contractor certifies that it shall comply with the provisions of the Health and Human Services Grants Policy Statement and 45 C.F.R. 92.36(b)(3) regarding standards of conduct by establishing safeguards to prohibit employees and board members from using their positions for any purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

M) CERTIFICATION PROHIBITING DISTRIBUTION OF FUNDS TO THE ASSOCIATION OF COMMUNITY ORGANIZATION FOR REFORM NOW (ACORN)

In accordance with Public Law 111-117, no federal funds made available under this Contract may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, no federal funds may be provided to any covered organization as defined in H.R. 3571, the Defund ACORN Act.

N) "THE TRANSPARENCY ACT" (as defined in 2 CFR Part 170)

The following award term is hereby adopted and incorporated herein by reference as if fully set forth herein:

HHS now requires this program award to adhere to the Sub-award and Executive Compensation reporting requirements of "the Transparency Act" (as defined in 2 CFR Part 170). Under the Transparency Act all sub awards (as defined in 2 CFR Part 170) over \$25,000 must be reported, unless exempted. Please see the newly applicable Award Term for Federal Financial Accountability and Transparency Act (FFATA) at the following URL: http://www.acf.hhs.gov/grants/award_term_ffata.html.

O) Protection of Human Subjects Assurance Identification/Certification/Declaration (Common Federal Rule). Please refer to ATTACHMENT 5, Exhibit B.

P) Certification of Filing and Payment of Federal Taxes [pdf 40k] Applicable if Agreement exceeds \$5 million dollars. Please refer to ATTACHMENT 5, Exhibit C.

Q) EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

The Contractor agrees that it shall comply with Executive Order (E.O.) No. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp. p. 339), September 24, 1965, as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," of October 13, 1967, and as supplemented by Department of Labor regulations (41 CFR part 60), "Office of Federal Compliance Programs,

Equal Opportunity, Department of Labor". See 45 CFR 92.36(i)(3).

R) CLEAN AIR ACT (42 U.S.C. 7401 ET SEQ.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 ET SEQ.), AS AMENDED

If this grant or contract is in an amount in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). See 45 CFR 92.36(i)(12).

S) ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163). See 45 CFR 92.36(i)(13).

T) SCRUTINIZED COMPANIES LISTS

Scrutinized Companies Lists Provisions and Certification - section 287.135, Florida Statutes - If this Contract is for goods or services of \$1 million or more and entered into or renewed on or after July 1, 2011, then the Coalition may terminate this contract at its sole option if the Contractor is found to have submitted a false certification as provided under subsection (5) of s. 287.135, F.S., or been placed on the Scrutinized Companies with Activity in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to s. 215.473, F.S.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of s. 287.135, F.S., Contractor, by signing this Contract, hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

U) OMNIBUS BUDGET RECONCILIATION ACT

Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation, or beliefs.

V) AMERICANS WITH DISABILITIES ACT OF 1990

The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.

W) RIGHTS TO INVENTIONS MADE UNDER CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the Contractor in any

resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Coalition.

X) CONSTRUCTION OR RENOVATION OF FACILITIES USING PROGRAM FUNDS

The Contractor is aware that federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

Y) OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS

The CONTRACTOR agrees that, if applicable, it shall comply with all applicable OMB circulars, such as A-21, A-87, A-102, A-110, A-122, and A-133, as applicable.

Z) COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

The Health Insurance Portability and Accountability Act of 1996 requires that covered entities have and apply appropriate sanctions against members of their workforce who fail to comply with Privacy Policies and Procedures of the entity or the requirements of 45 CFR § 164.530 (e) (1). The Health Information Technology for Economic and Clinical Health Act, as part of the American Recovery and Reinvestment Act of 2009, expanded HIPAA's scope to apply to business associates, implements certain privacy requirements, expands notification requirements due to breaches of Public Health Information, outlines restrictions on the sale and disclosure of Public Health Information, and provides for periodic audits, formal investigation complaints, and civil monetary penalties. Accordingly, it is the intention of the Coalition to seek to ensure the confidentiality and integrity of consumer or employee protected health information (PHI) as required by law, professional ethics, and accreditation or licensure requirements. The Early Learning Coalition requires compliance with all applicable provisions of HIPAA and HITECH.

Any person or entity that performs or assists the Early Learning Coalition with a function or activity involving the use or disclosure of individually identifiable health information (IIHI) and/or PHI shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009. HIPAA mandates privacy, security and electronic transfer standards which include but are not limited to:

1. Use of information only for performing services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent unauthorized disclosures;
3. Reporting to the Early Learning Coalition of any unauthorized use or disclosure;
4. Assurances that any agents and subcontractors of Contractor agree to the same restrictions and conditions that apply to the Contractor and provide reasonable assurances that IIHI/PHI will be held confidential;

5. Making PHI available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to the Early Learning Coalition for an accounting of any authorized and unauthorized disclosures; and
8. Making all internal practices, books and records related to PHI available to the Early Learning Coalition for compliance audits.

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

HITECH imposes additional regulations, which include but are not limited to:

1. Violations of the HIPAA privacy and security rules can be enforced directly against business associates.
2. Removal of certain identifiers of an individual or of relatives, employers, or household members of the individual to prevent breaches of requirements;
3. Expanded notification requirements due to breaches of an individual's PHI, obligating covered entities and business associates to notify individuals of breaches of their PHI;
4. Restrictions on the sale and disclosure of an individual's PHI;
5. Imposition of a "minimum necessary" standard regarding collection of information;
6. Requirement of periodic audits and formal investigation complaints, and the potential imposition of monetary penalties.

Business associates will be required to indemnify the Coalition from and against any and all claims, losses, liabilities, costs and other expenses resulting from or relating to the acts or omissions of the business associate in connection with the Business Associate's obligations and responsibilities under HIPAA and HITECH.

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

AA) CERTIFICATION REGARDING BACKGROUND SCREENING

1. Any Contractor or subcontractor who meets the definition of "Qualified Entity" as defined in s. 943.0542, F.S.:
 - "Qualified Entity" means a business or organization, whether public, private, operated for profit, operated not for profit, or voluntary, which provides care or care placement services, including a business or organization that licenses or certifies others to provide care or care placement services:
 - a. Shall register with the Florida Department of Law Enforcement (FDLE) and have all of its employees assigned to work on this Agreement screened in a manner consistent with Section 943.0542, F.S.

- b. Shall ensure that any sub-recipient or sub-contractor it retains who also meets the definition of “Qualified Entity” to also register and have all of its employees assigned to work on this Agreement (or Contract) screened in a manner consistent with Section 943.0542, F.S.
 - c. Shall maintain on file at the Contractor for appropriate monitoring and audit purposes verification for all personnel of Contractor and of any sub-recipient or sub-contractor, if applicable, assigned to work on this Contract of:
 - 1. Passing the level 2 background screening standards as set forth in s. 435.04 F.S.,
 - 2. The highest level of education claimed, if required for the position,
 - 3. All applicable professional licenses claimed, if required by the position, and
 - 4. Applicable employment history, if required by the position.
 - d. Shall obtain no later than ten days after beginning employment, and subsequently maintain on file at the Contractor for appropriate monitoring and audit purposes the above verification for new personnel assigned to this Contract.
 - e. A level 2 background screening no earlier than five years before the effective date of this Contract shall be accepted as in compliance with this provision.
 - f. Shall update the background screening before the anniversary date of the initial background screening check, and every five years thereafter, if the individual continues to perform under this Contract.
 - g. Shall redo the background screening if there is a ninety day lapse in employment from working on this Contract in which case the person shall be rescreened before being assigned to this Contract.
 - h. Shall arrange for and pay all the costs for background screenings.
2. Any Contractor or Sub-contractor who does not meet the definition of “Qualified Entity” shall nevertheless comply with all of the above standards except a level 1 background screening is substituted for a level 2 screening. The level 1 screening shall include submission of fingerprints as opposed to only a name check.
 3. Contractor shall:
 - a. Require each employee it assigns to this Contract to notify the Contractor within ten days of being arrested for any criminal offense.
 - b. Review the alleged offense, determine if the offense is one that would exclude the employee under a level 2 screening, and if so remove the employee from work on this Contract.
 - c. The employee may not return to work on this Contract until cleared of all charges.
 4. Sub-recipient or Subcontractor
 - a. Require each employee it assigns to a contract or subcontract with the Contractor to notify the Contractor within ten days of being arrested for any criminal offense.
 - b. Review the alleged offense, determine if the offense is one that would exclude the employee under a level 2 screening, and if so remove the employee from work on the contract or subcontract.
 - c. The employee may not return to work on the contract or subcontract until cleared of all charges.

BB) COMPLIANCE WITH SARBANES-OXLEY

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

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

CC) CERTIFICATION REGARDING NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE

As a condition of this Contract, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

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

DD) COPELAND “ANTI-KICKBACK” ACT (18 U.S.C.874 AND 40 U.S.C. 276C)

The Contractor shall comply with the following provisions of the Copeland “Anti-Kickback” Act”:

All contracts and sub-grants in excess of \$2000 for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in whole or in part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

EE) DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 276A TO A-7)

The Contractor shall comply with the following provisions of the Davis-Bacon Act: When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

FF) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333)

The Contractor shall comply with the following provisions of the Contract Work Hours and Safety Standards Act:

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

GG) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

By signing below, the Contractor, through the duly appointed undersigned representative, certifies and assures that it will fully comply with the applicable assurances outlined in parts A through GG, above.

CONTRACTOR:

XXX

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 5, EXHIBIT A
CERTIFICATION REGARDING LOBBYING

CERTIFICATION REGARDING LOBBYING

ELC Miami-Dade
Monroe

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

Signature

Date

Name of Authorized Individual

Name of Organization

Address of Organization

ATTACHMENT 5, EXHIBIT B
PROTECTION OF HUMAN SUBJECTS
ASSURANCE IDENTIFICATION/IRB CERTIFICATION/DECLARATION OF EXEMPTION

OMB No. 0990-0263
 Approved for use through March 31, 2018

Protection of Human Subjects
Assurance Identification/IRB Certification/Declaration of Exemption
(Common Rule)

Policy: Research activities involving human subjects may not be conducted or supported by the Departments and Agencies adopting the Common Rule (56FR28003, June 18, 1991) unless the activities are exempt from or approved in accordance with the Common Rule. See section 101(b) of the Common Rule for exemptions. Institutions submitting applications or proposals for support must submit certification of appropriate Institutional Review Board (IRB) review and approval to the Department or Agency in accordance with the Common Rule.

Institutions must have an assurance of compliance that applies to the research to be conducted and should submit certification of IRB review and approval with each application or proposal unless otherwise advised by the Department or Agency.

1. Request Type <input type="checkbox"/> ORIGINAL <input type="checkbox"/> CONTINUATION <input type="checkbox"/> EXEMPTION	2. Type of Mechanism <input type="checkbox"/> GRANT <input type="checkbox"/> CONTRACT <input type="checkbox"/> FELLOWSHIP <input type="checkbox"/> COOPERATIVE AGREEMENT <input type="checkbox"/> OTHER: _____	3. Name of Federal Department or Agency and, if known, Application or Proposal Identification No.
4. Title of Application or Activity		5. Name of Principal Investigator, Program Director, Fellow, or Other

6. Assurance Status of this Project (Respond to one of the following)

- This Assurance, on file with Department of Health and Human Services, covers this activity:
 Assurance Identification No. _____, the expiration date _____ IRB Registration No. _____
- This Assurance, on file with (agency/depf) _____, covers this activity.
 Assurance No. _____, the expiration date _____ IRB Registration/Identification No. _____ (if applicable)
- No assurance has been filed for this institution. This institution declares that it will provide an Assurance and Certification of IRB review and approval upon request.
- Exemption Status: Human subjects are involved, but this activity qualifies for exemption under Section 101(b), paragraph _____.

7. Certification of IRB Review (Respond to one of the following IF you have an Assurance on file)

- This activity has been reviewed and approved by the IRB in accordance with the Common Rule and any other governing regulations.
 by: Full IRB Review on (date of IRB meeting) _____ or Expedited Review on (date) _____
 If less than one year approval, provide expiration date _____
- This activity contains multiple projects, some of which have not been reviewed. The IRB has granted approval on condition that all projects covered by the Common Rule will be reviewed and approved before they are initiated and that appropriate further certification will be submitted.

8. Comments

9. The official signing below certifies that the information provided above is correct and that, as required, future reviews will be performed until study closure and certification will be provided. 11. Phone No. (with area code) _____ 12. Fax No. (with area code) _____ 13. Email: _____	10. Name and Address of Institution 15. Title
14. Name of Official	17. Date
16. Signature	17. Date

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