



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

REQUEST FOR PROPOSAL #ELCMDM2018-05

General Contracting Services

RELEASED: May 10, 2018

**SUBMISSION DUE DATE: June 8, 2018 @ 12:00 P.M. EST (Coalition's
Clock Time)**

AVAILABLE FUNDING

Total funding forecasted of \$470,320.00

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 General Contracting Services, with a forecasted amount of \$470,320.00. 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 **August 1, 2018** and end on **July 31, 2019**, 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** which may be subject to change at the Early Learning Coalition's sole discretion.

1.3 Amount of Funding

The Early Learning Coalition forecasted funding amount in this RFP is \$470,320.00 per Fiscal Year, which is subject to change and is contingent upon the agency's necessities and the availability of funding.

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: RFP2018GenContracting@elcmdm.org

2.2 Proposer Disqualification

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

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

The failure to have performed any contractual obligations with the Early Learning Coalition in a manner satisfactory to the Early Learning Coalition shall also constitute sufficient cause for disqualification. To be disqualified as a Proposer under this provision, the Proposer must have:

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

2.3 Cone of Silence

All parties to this solicitation shall be bound by a “Cone of Silence” surrounding solicitations and prohibitions against ex-parte communication. During the Cone of Silence, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and state holidays, any of the following: (a) Coalition board members; (b) any 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 RFP2018GenContracting@elcmdm.org on or before **May 16, 2018 at 12:00 p.m. (EST)** to ensure that sufficient analysis can be made before answers are supplied. Written responses to questions will be posted on the Early Learning Coalition’s website at www.elcmdm.org by **May 18, 2018 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 or all Proposals received pursuant to the RFP at any time until a final contract is executed and approved by the Early Learning Coalition 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 or Proposers whose Proposal(s) is/are 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 protest.

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, at its sole discretion, 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 **June 14, 2018**.

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, or to award a Contract to more than one Proposer. 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 Coalition of Miami-Dade/Monroe, Inc. is seeking to have Policies and Procedures for the financial management systems currently in place. The financial management systems, records, documents, and items required for compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. The Policies and Procedures must be aligned with the Generally Accepted Accounting Principles (GAAP) and Uniform Guidance applicable to our Federal Financial Assistance Award (45 CFR Part 75, OMB Circulars and HSPPS).

The services under this contract are administered under the authority of Chapter 1002, Florida Statutes; 45 CFR Subtitle B, Chapter XIII, Subchapter B (a.k.a Head Start Performance Standards); PL 110-134 (a.k.a Improving Head Start for School Readiness Act of 2007); 45 CFR parts 16, 30, 46, 75, 80, 81, 84, 87, 2CFR part 170, and 2CFR 25.110, as amended.

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

The Contractor shall be responsible for performing the general contracting services described below at approximately four (4) Early Learning Coalition Miami-Dade/Monroe childcare provider facilities who provide the educational standards to our target enrollment of 750 infants/toddlers.

All work must be conducted by a Florida licensed general contractor, certified electrician, and other qualified and licensed trades in good standing, in compliance with any other requirements and certifications, and who adhere to Davis-Bacon, ADA, OSHA, and State of Florida regulations.

The final scope of work and thus final fee will be determined in meetings immediately following the award of the work. The work will be identified by assessments performed in all four childcare centers facilities. Work project at each facility is contingent to a work order.

Except where expressly stated otherwise, the date of completion shall be the date on which work is completed, a certificate of occupancy has been issued, all permits have been closed, and when the subject property has been cleared of all construction debris generated during construction.

All work shall be completed to the satisfaction of the Early Learning Coalition of Miami-Dade/Monroe or their authorized representative who shall, in all cases, determine the amount, quality, fitness and acceptability of the several kinds of work and material that are to be paid for hereunder.

The Contractor is solely responsible to apply, pay for and obtain all permits required for this project including but not limited to: Building and Trade permits from (applicable state agency) for hauling equipment and any and all other City, State and Federal permits required for the execution of this contract.

The Contractor shall supply all labor and materials to complete the necessary scope of work. Contractor is required to have an AIA agreement with each owner of the facilities that will receive work. In addition, the contractor shall supply a Schedule of Values by line item consisting of all materials and services awarded by dollar and percent as requested by the Early Learning Coalition of Miami-Dade/Monroe.

All invoices shall be based upon and submitted with an approved Schedule of Values. Said Schedule of Values shall also contain a percentage breakdown of the supplies and services completed for which payment is requested in comparison of the total contract. **(See Attachment 2 Exhibit A)**

All work must be done based on an agreed to work hours between the Early Learning Coalition of Miami-Dade/Monroe or their authorized representative and the facility where the work to be performed. In all cases and though-out the duration of the project a detailed work schedule will be required to be submitted to the Early Learning Coalition of Miami-Dade/Monroe and the facility where the work it to be performed on a weekly basis.

1- General Repairs/Improvements:

- A. Perform the following work on each site after approval including, but not limited to:
 - A. Painting interior and exterior;
 - B. Carpentry includes, but is not limited to, installation/replacement/removal of walls, baseboards, doors, cabinets, ceiling replacement;
 - C. Electrical installation of updated receptacles, electrical boards, etc;
 - D. Flooring removing, installation/repairs;
 - E. Windows service/repairs/improvements; and
 - F. Fencing new and necessary repairs with self-closing gate and hardware.
 - G. Remove all hazard materials from inside and outside areas of each childcare center.

2- Playground Needs:

All work must be conducted by Certified Playground Safety Inspectors certified by the National Association of Park and Recreation Association.

- A. Evaluate each site and provide design plans showcasing appropriate equipment and play areas including proper ground covering and shade structures to accommodate children ages birth to 3 years old;
- B. Installation of equipment must meet all Davis-Bacon and ADA regulations;
- C. All work to be done according to Miami-Dade and Monroe Counties Building and zoning rules and regulations as well as any other governing township in which each provider facility is located.

Note: As per *45 CFR 1309.3*, services should be conducted in the school owner's owned facilities.

3- Early Head Start Provider Locations:

The childcare centers listed below are scheduled to receive the aforementioned services:

Program Name	Address	City	Zip Code	Number of EHS Classrooms
Children of the Sun Academy, Inc.	1360 Kasim Street	Opa Locka	33054	2
Kinderkids Academy III, Inc.	40 NW 5th Ave.	Florida City	33034	2
Little One's Academy Corp	2527 Opa Locka Blvd. #A	Opa Locka	33054	5
Pink and Blue	1840 NW 152 nd Terrace	Miami Gardens	33054	2

4- Reporting Requirements:

1. Contractor must on a weekly basis, provide to the Early Learning Coalition a copy of all payrolls providing the information for the preceding weekly payroll period.
 - a. Each payroll submitted must be accompanied by a "Statement of Compliance." The contractor, subcontractor or the authorized officer or employee of the contract or subcontractor who supervises the payment of wages must sign the weekly statement.
 - b. Statements of Compliance are to be made on the form WH-347 "Payroll (For Contractor Optional Use)" (<http://www.dol.gov/whd/forms/wh347instr.htm>) or on any form identical wording.

- c. Statement of Compliance must be completed within seven days after regular pay date for the pay period following the Davis Bacon wage rates for Miami Dade and Monroe County under **Attachment 1 Exhibit A**
2. Contractor must flow/down to subcontractors all DBA clauses in prime contract and applicable wage determination(s).
3. Contractor must require certified payrolls from subcontractors and upon receipt, must review payrolls and submit them to the Early Learning Coalition.
4. Prime contractors and subcontractors have joint and several liability under DBA.
5. Contractor and subcontractors must post the WH-1321 “Employee Rights under the Davis-Bacon Act” poster at the site of work in a prominent and accessible place where it may be easily seen by employees.
6. Contractor must maintain payroll and basic records for all laborers and mechanics during the course of the work and for a period of 3 years thereafter.
7. Contractor to name the Early Learning Coalition of Miami-Dade/Monroe, Inc., and any facility owner as additional named insured on all policies of insurance required under the Contracts.
8. Contractor to indemnify Early Learning Coalition of Miami-Dade/Monroe, Inc., and any facility owner for any and claims arising from or relating to work performed under the Contracts.
9. Contractor must ensure that the workmanship be of the highest quality in its respective field.
10. Contractor shall at all times guard against damage or loss to the property of the Early Coalition of Miami-Dade/Monroe, the facility where the work is being performed, and injury to its employees or the public. The Contractor shall make every effort to limit the amount of dust and debris in the work area by placing appropriate barriers between the work area and the public. The Contractor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

Attachment 1 Exhibit A

Davis Bacon

State: Florida

Construction Type: Building

County: Miami-Dade County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	04/20/2018

ASBE0060-001 03/02/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 34.58	12.57

CARP1809-002 08/01/2016

	Rates	Fringes
CARPENTER: PILEDRIVERMAN.....	\$ 25.20	10.36

ELEV0071-002 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 43.07	32.645

FOOTNOTE:

A: Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 years of service as Vacation Pay Credit; Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; plus the Friday after Thanksgiving; and Christmas Day.

ENGI0487-019 07/01/2016

	Rates	Fringes
OPERATOR: Backhoe/Excavator/Track Hoe.....	\$ 23.75	9.20

ENGI0487-020 05/01/2016

	Rates	Fringes
OPERATOR: Concrete Pump.....	\$ 26.04	9.23

ENGI0487-021 07/01/2016

	Rates	Fringes
OPERATOR: Crane All Cranes 160 Ton Capacity and Over.....	\$ 33.05	9.20
All Cranes Over 15 Ton Capacity.....	\$ 32.05	9.20
OPERATOR: Forklift.....	\$ 23.25	9.20
OPERATOR: Mechanic.....	\$ 32.05	9.20
OPERATOR: Oiler.....	\$ 23.50	9.20

IRON0272-001 10/01/2017

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 24.89	10.10

IRON0402-001 02/01/2017

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 23.00	10.99

PLUM0519-001 04/01/2016

	Rates	Fringes
PLUMBER.....	\$ 28.08	9.39

PLUM0725-001 07/16/2017

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe, Unit and Temperature Controls Installations).....	\$ 34.48	13.47

SFFL0821-004 01/01/2018

	Rates	Fringes
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SPRINKLER FITTER (Fire
Sprinklers).....\$ 27.68 18.89

SHEE0032-001 12/01/2013

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 23.50	12.18

SUFL2014-024 08/16/2016

	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, Form Work, Metal Stud Installation.....	\$ 18.04	3.24
CEMENT MASON/CONCRETE FINISHER.....	\$ 13.06	0.70
ELECTRICIAN, Includes Low Voltage Wiring.....	\$ 29.60	9.38
IRONWORKER, REINFORCING.....	\$ 17.72	0.00
LABORER: Common or General, Including Cement Mason Tending.....	\$ 11.79	0.70
LABORER: Pipelayer.....	\$ 13.56	1.34
OPERATOR: Bulldozer.....	\$ 15.40	1.90
OPERATOR: Grader/Blade.....	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 16.00	2.82
OPERATOR: Roller.....	\$ 14.43	4.78
PAINTER: Brush, Roller and Spray.....	\$ 16.00	3.48
ROOFER.....	\$ 19.98	4.77
TILE SETTER.....	\$ 18.01	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.22	2.12
TRUCK DRIVER: Lowboy Truck.....	\$ 14.24	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Attachment 2 Exhibit A

Schedule of Values

Subcontractor Name			Project Name			General Contractor:			
Subcontractor Address Line 1			Project Address Line 1			Application Number:			
Subcontractor Address Line 2			Project Address Line 2			Application Date:			
A	B	C	D	E	F	G	H	I	J
Item #	Description of Work	Scheduled Value	From Previous Application	This Period	Materials Presently Stored	Total Completed & Stored To Date	% Complete (G/C)	Balance to Finish (C-G)	Retainage
1	Item 1	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,000.00	\$0.00
2	Item 2	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,000.00	\$0.00
3	Item 3	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,000.00	\$0.00
4	Item 4	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,000.00	\$0.00
5	Item 5	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,000.00	\$0.00
6						\$0.00	#DIV/0!	\$0.00	\$0.00
7						\$0.00	#DIV/0!	\$0.00	\$0.00
8						\$0.00	#DIV/0!	\$0.00	\$0.00
9						\$0.00	#DIV/0!	\$0.00	\$0.00
10						\$0.00	#DIV/0!	\$0.00	\$0.00
11						\$0.00	#DIV/0!	\$0.00	\$0.00
12						\$0.00	#DIV/0!	\$0.00	\$0.00
13						\$0.00	#DIV/0!	\$0.00	\$0.00
14						\$0.00	#DIV/0!	\$0.00	\$0.00
15						\$0.00	#DIV/0!	\$0.00	\$0.00
TOTALS:		\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	#VALUE!	\$50,000.00	\$0.00

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.

Contractor shall submit invoices to the Early Learning Coalition, accounts payable, each month for the Products or Services provided during the immediately preceding month. No advance payment shall be made or accepted for the Products or Services. Contractor’s invoice must be accompanied by all required documentation to support all charges and clearly identify the Agreement number. Any invoice submitted to the Early Learning Coalition in an improper format or without the required information or documentation will be returned unpaid to contractor for correction and resubmission.

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

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

SECTION 5: CONTRACT PROVISIONS

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

SECTION 6: INSTRUCTIONS TO PROPOSERS

6.1 Response Content

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

- (1) Application (**Appendix "B"**)
- (2) Title Page containing the following:
 - a. Early Learning Coalition of Miami-Dade/Monroe, Inc.
 - b. Titled: **RFP for General Contracting Services**
 - c. Request for Proposal Number: **RFP#ELCMDM2018-05**
 - d. Proposer's Name
- (3) **Proposal Responses**
Response should include:
 - a. Description of Proposer's expertise in General Contracting Services.
 - b. Description of Proposer's relevant work history in South Florida with non-profit organizations;
 - c. Description of Proposer's knowledge of the rules and regulations that govern non-profit funding;
 - d. Description of Proposer's plan on how it will render the services requested described in Section 3.4
 - e. Description of Proposer's General Contracting Services geared to non-profit organizations;
 - f. Description of the Proposer's tools already in place that will be used to provide the services requested;
 - g. 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.
 - h. 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 General Contracting Services RFP,**” 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 **June 8, 2018 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 **June 14, 2018** 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 # ELCMDM2018-05
General Contracting Services
APPLICATION TIMETABLE / IMPORTANT DATES *

ACTIVITY	DATE	TIME	ADDRESS
Release of RFP for General Contracting Services, RFP# ELCMDM2018-05	May 10, 2018	N/A	Notice of RFP posted on the Admin Weekly, and ELC websites.
All written inquiries to be received	May 16, 2018	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	May 18, 2018	5:00 PM (EST)	Responses to Inquiries posted on ELC website.
Sealed Applications must be received	June 8, 2018	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	June 11, 2018	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	June 14, 2018	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	June 14 – June 28, 2018	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	June 29, 2018	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	July 25, 2018	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	August 6, 2018	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	August 2018	N/A	N/A

* All dates and events are subject to change at the discretion of the Early Learning Coalition.

APPENDIX "B"

APPLICATION

Early Learning Coalition Miami-Dade/Monroe Application Form

RFP # ELCMDM2018-05

General Contracting 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**
 ent **(specify):** _____

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

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

Program/Service Name: _____

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

Name/Position of Person Completing Application: _____

Email
Address: _____ **Phone**
: _____

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

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

Board
President (If
Applicable): _____

Title: _____ **Company:** _____

Mailing
Address: _____

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

Telephone: _____ **Fax**
Number: _____

Email Address: _____

Contact Person Responsible for
Program/Service: _____

Title: _____ **Email**
Address: _____

Program/Service
Address: _____

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

Telephone: _____ **Fax Number:** _____

Public Relations
Contact: _____ **Phone:** _____

Email: _____ **Fax Number:** _____

Applicant

is: (mark

one) _____ an Existing ELCMDM-funded Provider

_____ a New Provider (not previously funded by ELCMDM)

EXHIBIT 1
RFP # ELCMDM2018-05
General Contracting 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 # ELCMDM2018-05
General Contracting 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 # ELCMDM2018-05
General Contracting 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.

General Contracting Services

<u>Scoring Factors - Organizational Capacity</u>	30 Points
1. Has demonstrated knowledge of the Davis-Bacon Act.	3
2. Has demonstrated knowledge of rules and regulations governing child care facilities.	5
3. Has demonstrated knowledge of rules and requirements governing non-profit funding.	2
4. Has a team of qualified employees or subcontractors for the work required.	15
5. Ability to provide bonding assurances as required.	5

<u>Scoring Factors - Experience</u>	43 Points
1. Has at least 5 years relevant experience.	5
2. Has demonstrated history of successfully completing projects on time and within budget.	8
3. Has demonstrated experience in successfully completing projects of similar size and scope.	5
4. Has demonstrated experience working with non-profit organizations similar to the Early Learning Coalition.	2
5. Has demonstrated experience in working with child care facility projects.	5
6. Has demonstrated experience working with federal grants.	3
7. Has demonstrated experience in meeting the requirements of the Davis-Bacon Act.	5
8. Has received positive recommendations from references on past projects completed.	10

<u>Scoring Factors - Proposal</u>	27 Points
1. Provided a clear presentation.	2
2. Addressed all items on the RFP.	5
3. Presented a sound and effective methodology and timeframe for completing the work.	15
4. Presented a clear proposal.	5

TOTAL EVALUATION POINTS	100
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EXHIBIT 4
RFP # ELCMDM2018-05
General Contracting 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 # ELCMDM2018-05
General Contracting 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 Proposer or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

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

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 # ELCMDM2018-05
General Contracting 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 # ELCMDM2018-05
General Contracting 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 # ELCMDM2018-05
General Contracting 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 # ELCMDM2018-05
General Contracting 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 # ELCMDM2018-05
General Contracting 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 # ELCMDM2018-05
General Contracting 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 # ELCMDM2018-05
General Contracting 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 # ELCMDM2018-05
General Contracting Services
SAMPLE CONTRACT

(See attached)

PROFESSIONAL SERVICES AGREEMENT PSA 18-XX
BETWEEN
EARLY LEARNING COALITION OF MIAMI-DADE/MONROE, INC.
&
XX

PROFESSIONAL SERVICES AGREEMENT

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

1. **Work.** The Contractor agrees to provide **XX** and more specifically the Contractor shall perform work for the Early Learning Coalition as described in **Attachment 1**, attached hereto, and made a part hereof (“Work”). **Attachment 1** shall be amended from time to time to reflect changes in the Work (“Changes”). Such Changes shall be incorporated into this Agreement and become part hereof as if initially attached to this Agreement. To the extent that Changes would not require a material increase in the amount of time required to perform the Work or require Contractor to retain additional personnel, the Early Learning Coalition shall make Changes without the Contractor’s prior consent. All other Changes shall require the prior written consent of the Parties.
2. **Term.** The term of this Agreement shall commence effective **August 1, 2018** or on the date on which the Agreement has been signed by the last Party required to sign it, whichever is later (“Effective Date”), and shall terminate **July 31, 2019** (the “Term”), unless sooner terminated or extended in accordance with the terms of this Section. Either Party may terminate this Agreement at any time, with or without cause, including for convenience, upon giving thirty (30) days prior written notice to the other Party. Upon termination, the Early Learning Coalition shall have no further liability to Contractor except for payment of Work performed by Contractor prior to termination.
3. **Contractor Fees and Payment.** Fees (the “Fees”) to Contractor for the Work shall be paid in accordance with **Attachment 1**, subject to the availability of funding. Fees under this Agreement are limited to **\$XX** per visit/per classroom for a forecasted amount of **\$XX for the Term of the Agreement, which includes XX and related expenses**. The Contractor shall submit invoices for payment no later than the 10th of the month following the month of services. Each invoice shall be accompanied by supporting documentation in a form reasonably satisfactory to the Early Learning Coalition including, without limitation, a description of the tasks performed and receipts. Upon receipt of a completed invoice, the Early Learning Coalition shall process payment for services within thirty (30) days of receipt. Invoices shall be submitted electronically to elcinvoices@elcmdm.org and reports@elcmdm.org referencing (PSA 18-XX). A sample invoice is attached as **Attachment 2**. When making cost-reimbursable expenditures the Contractor may use the tax exempt certificate included as **Attachment 3**. Contractor shall submit a completed W-9 form included as **Attachment 4**. Contractor shall complete the certification and acknowledgement form as attached as **Attachment 5**.
This Contract is a **cost-reimbursement contract**. Monthly payments to Contractor shall be made in accordance with this Section and **Attachment 1** of this Contract.
4. **Indemnification.** Contractor hereby agrees to indemnify and hold the Early Learning Coalition and its officers, directors, agents, employees, successors and assigns harmless from and against any and all liabilities, losses, damages, causes of action or injuries, together with costs and expenses, including attorneys’ fees and costs, arising out of or in connection with Contractor’s negligent, intentional, reckless, malicious or willful misconduct or Contractor’s failure to faithfully perform his duties under the Work or terms of this Agreement.

PROFESSIONAL SERVICES AGREEMENT PSA 18-XX
BETWEEN
EARLY LEARNING COALITION OF MIAMI-DADE/MONROE, INC.
&
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The terms of this Section 4 shall survive the expiration or termination of this Agreement.

5. **Independent Contractor Status.** Contractor is an independent Contractor in relation to the Early Learning Coalition. Nothing contained in this Agreement shall be deemed to create an employment, association, partnership, joint venture, agency or any other type of relationship between Contractor and the Early Learning Coalition. Contractor shall not be deemed to be an employee of the Early Learning Coalition for purposes of unemployment insurance, vacations, disability, overtime, holidays, insurance, pensions or savings plans, workers' compensation or any other types of rights or benefits or otherwise. Contractor shall be responsible for timely payment of all withholding for Federal, State or local income taxes. The Early Learning Coalition shall not be responsible for withholding or for payment of any FICA, FUTA, or other similar charges with respect to the Contractor, and Contractor agrees to pay all self-employment and other taxes required by law. The Contractor agrees and hereby indemnifies and holds the Early Learning Coalition harmless from and against any and all losses, costs, and expenses, including attorneys' fees and expenses, that the Early Learning Coalition may suffer due to claims by the Internal Revenue Service or any other governmental entity that the Early Learning Coalition was required to withhold certain sums from payments made to the Contractor. Within seven (7) calendar days after written demand by the Early Learning Coalition, Contractor agrees to provide the Early Learning Coalition with proof that such payments have been made.

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

6. **Audit.** Contractor shall maintain accurate books and records reflecting receipts and expenditures with respect to the Work ("Records"). Contractor shall, upon two (2) days notice from the Early Learning Coalition, permit reasonable inspection during business hours by an authorized representative of the Early Learning Coalition of the Records regarding the Work. The Early Learning Coalition shall have the right, at its own expense, to copy such records.

The terms of this Section 6 shall survive for two (2) years after termination or expiration of this Agreement.

7. **Work Product.** Any and all original works of authorship, developments, concepts, programs, software programs, designs, documents, systems, information, inventions, discoveries, or any other intellectual property prepared by Contractor in the course of performing the Work, whether completed or otherwise, whether or not it has been reduced to a tangible form (collectively, "Work Product" or "Deliverables"), shall be considered "work for hire" and shall be and become the Early Learning Coalition's exclusive property. If, however, the Work Product is for any reason not deemed "work for hire" under applicable law, this Agreement shall constitute an assignment to the Early Learning Coalition of all of Contractor's rights, title and interest in and to all proprietary rights for the Work Product, including copyrights and patent rights, and Contractor shall execute and deliver such other instruments and take such other action as Contractor may request, including the filing of copyright and patent applications and assignments, without additional compensation, to protect Contractor's rights in and to the Work Product.

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

PROFESSIONAL SERVICES AGREEMENT PSA 18-XX
BETWEEN
EARLY LEARNING COALITION OF MIAMI-DADE/MONROE, INC.
&
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The terms of this Section 7 shall survive the expiration or termination of this Agreement.

8. Representations, Warranties and Covenants.

- (a) The Early Learning Coalition and Contractor represent and warrant to each other that this Agreement has been duly and validly authorized, executed, and delivered and is the legal, valid, and binding obligation of the representing Party, enforceable in accordance with its terms.
- (b) In performing the work, Contractor shall adhere to the highest professional standards, ethical practices, and standards of care and competence of like Contractors in the same industry. Contractor shall use best efforts and shall devote such amounts of its time and resources as is reasonably necessary to achieve the objectives set forth herein and as developed by the Early Learning Coalition from time to time.
- (c) Contractor shall execute Attachment 5 hereto and abide by all assurances and certifications contained therein.

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

10. Confidentiality.

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

PROFESSIONAL SERVICES AGREEMENT PSA 18-XX
BETWEEN
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appropriate protective order and/or waive compliance by the Contractor with the provision hereof; provided, however, that if in the absence of a protective order or the receipt of such waiver, the Contractor is compelled to disclose Confidential Information not otherwise disclosable hereunder to any legislative, judicial or regulatory body, agency or authority or else be exposed to liability for contempt, fine or penalty or to other censure, such Confidential Information may be so disclosed.

- (c) Upon the termination of this Agreement, Contractor shall promptly deliver to the Early Learning Coalition, without retaining copies, all contracts, letters, notes, notebooks, reports, Confidential Information, and all other property in his possession belonging to the Early Learning Coalition or relating to the business of the Early Learning Coalition in his possession. Contractor shall represent in writing to the Early Learning Coalition that it has complied with the terms of this Section 10(c).
- (d) The Early Learning Coalition and Contractor acknowledge that the Early Learning Coalition would not have an adequate remedy at law for money damages if the covenants contained in this Section 10 were not complied with in accordance with their terms. Because the breach or threatened breach or any of the covenants in this Section 10 will result in immediate and irreparable injury to the Early Learning Coalition, Contractor agrees that the Early Learning Coalition shall be entitled to an injunction restraining Contractor from violating this Section 10 to the fullest extent allowed by law. Nothing in this Section 10 shall prohibit the Early Learning Coalition from pursuing or receiving all other legal or equitable remedies that may be available to the Early Learning Coalition for a breach or threatened breach, including the recovery of damages.
- (e) The terms of this Section 10 shall survive the expiration or termination of this Agreement.

11. Compliance with Section 1002 of Florida Statutes, as amended. If the Work to be provided under this Agreement involves children enrolled in school readiness programs, then the Contractor must comply with the provisions of Section 1002, F.S., as amended.

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

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

To: the Early Learning Coalition:	To: Contractor:
EARLY LEARNING COALITION OF MIAMI-DADE	XX
MONROE, INC.,	
2555 Ponce de Leon Boulevard, Suite 500	XX
Coral Gables, FL 33134	XX
ATTN: Contracts Department	XX
Telephone: (305) 646-7220	XX
Fax:(305) 447-1608	

All such notices, requests and other communications will (i) if delivered personally to the above address, be deemed given upon delivery, (ii) if delivered by facsimile transmission to

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

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

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22. **Publicity.** Contractor shall not make any public disclosures regarding the Early Learning Coalition or the Work without the prior approval of the Early Learning Coalition except as otherwise required by law.
23. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
24. **Survival.** The terms of Sections 4, 5, 6, 7, 8, 10, 12 and 13 shall survive the expiration or termination of this Agreement.
25. **Successors and Assigns.** This Agreement and any Amendments hereto shall be binding upon and, to the extent expressly permitted by the provisions hereof, shall inure to the benefit of the Parties, their respective heirs, legal representatives, successors and assigns.
26. **Further Assurances.** The Parties will execute and deliver such further acts and things as may be reasonably required to carry out the intent and purpose of this Agreement.
27. **Attorney Fees.** If any Party is required to engage in litigation or other legal proceeding against any other Party hereto, either as plaintiff or as defendant, in order to enforce or defend any rights under this Agreement, and such process results in a final judgment or ruling in favor of such Party ("Prevailing Party"), the Party against whom said final judgment or ruling is obtained shall reimburse the Prevailing Party for all direct, indirect or incidental expenses incurred, including, but not limited to, all attorneys' fees and costs, including paralegal fees, court costs and other expenses incurred throughout all negotiations, proceedings, trials or appeals undertaken in order to enforce the Prevailing Party's rights hereunder.
28. **Relationship of Parties.** The Parties agree that neither is an employee, servant, agent, partner or joint venturer of the other Party. Each Party shall be solely and entirely responsible for its individual acts and the acts of its agents, officers, directors, members, managers, employees and servants during the performance of this Agreement. No Party is in any way authorized to make any contract, agreement, warranty or representation on behalf of any other Party or to create any obligation, express or implied, on behalf of any other Party. The Parties agree that this Agreement does not create a fiduciary relationship between the Parties.
29. **Conflicts of Interest.** Contractor represent that the execution of this contract does not violate Early Learning Coalition's conflict of interest and Ethical Standards, OMB Circular 110 paragraph 42, Codes of Conduct and Ch. 112, F.S., as amended, which are incorporated herein by reference as if fully set forth herein. Contractor agrees to abide by and be governed by these conflict of interest provisions throughout the course of this contract and in connection with its obligations hereunder. The Contractor/Contractor certifies that it has an internal conflict of interest policy and that it abides by and intends to abide by such policies, including OMB circular 110, paragraph 42, Codes of Conduct, in the performance of this Agreement.
30. **Insurance.**
- (a) **Contractor's Insurance:** The Contractor shall maintain liability insurance coverage on a comprehensive basis and maintain such liability insurance at all times during the term of this Agreement and any renewal(s) and extension(s) of it. Unless it is a state agency or subdivision as defined by Section 768.28(2), F.S., by execution of this Agreement the Contractor accepts full responsibility for identifying and determining the type(s) and

PROFESSIONAL SERVICES AGREEMENT PSA 18-XX
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coverage policy limits of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under this Agreement. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this Agreement. Upon execution of this Agreement, the Contractor shall furnish the Early Learning Coalition's Contract Manager with written verification supporting both the determination and existence of such insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. The Early Learning Coalition reserves the right to require additional insurance.

- (b) **Workers' Compensation Insurance:** During the term of the Agreement, the Contractor, at its sole expense, shall provide workers' compensation and employer's liability insurance of such a type and with such terms and limits as may be reasonably associated with the Agreement, which, as a minimum, shall be: worker's compensation and employer's liability insurance in accordance with Ch. 440, F.S., with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all of Contractor's employees engaged in any work under this Agreement.
- (c) **Unemployment Compensation Insurance:** During the Term of this Agreement the Contractor must comply with the reporting and contribution payments required under Ch. 443, F.S., for all employees connected with the Work.
- (d) **Premises Liability Insurance:** The Contractor will provide Premise Liability Insurance in an amount appropriate to the risk manifested by the Contractor's staff working in the space provided by the Early Learning Coalition. This also includes the indemnification of the State for any liabilities set forth in Section 768.28, F.S. The Contractor shall require all permitted subcontractors to list the Early Learning Coalition of Miami-Dade/Monroe, Inc. as a named insured on all insurance policies, and shall submit such documents prior to execution of this Agreement.
- (e) **Errors and Omissions Insurance:** The Early Learning Coalition may require Contractor to carry appropriate errors and omissions insurance to cover certain services a sole discretion.
- (f) **Approved Insurance Companies.** All insurance companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.
- (g) **Certificates of Insurance:** Certificates shall indicate no modification or change in insurance shall be made without **fifteen (15) days** advance written notice to the certificate holder.

CERTIFICATE HOLDER MUST READ:
Early Learning Coalition of Miami-Dade/Monroe, Inc.
2555 Ponce de Leon Blvd., Suite 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 Agreement.

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&
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- (h) The Contractor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remains in force for the duration of the Term, including any and all renewal terms and/or additional phases or work that may be granted to the Contractor in accordance with this Agreement. If insurance certificates are scheduled to expire during the Term, the Contractor shall be responsible for submitting new or renewal insurance certificates to the Early Learning Coalition at a **minimum of fifteen (15) calendar days** in advance of such expiration. In the event that expired certificates are not replaced with new or renewal certificates which cover the Term, the Early Learning Coalition shall suspend the Agreement until such time as the new or renewed certificates are received by the Early Learning Coalition's Contract Manager; provided, however, that if such suspension period exceeds **fifteen (15) calendar days**, the Coalition may immediately terminate this Agreement and seek re-procurement damages from the Contractor, including legal fees.
- (i) The Contractor shall not commence any work in connection with this Agreement until the Coalition's Contract Manager has approved Contractor's compliance with insurance coverages. The Coalition's Contract Manager shall be furnished proof of coverage of insurance by certificates of insurance accompanying the Agreement documents and shall name the Coalition as an additional named insured. The Coalition shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy or premium. The payment of such deductible shall be the sole responsibility of the Contractor providing such coverage.

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

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

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

Contractor agrees to provide evidence satisfactory to the Early Learning Coalition that it has complied with all background checks/ screening requirements prior to performing any Work

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under this Agreement. Contractor further acknowledges that satisfaction of these requirements at one Early Learning Coalition site may not be sufficient to meet requirements at other Early Learning Coalition sites.

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

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

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

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

By: _____
Name: Mr. Evelio C. Torres, M.P.A.
Title: President/CEO
Date: _____

Contractor:
XX

By: _____
Name: _____
Title: _____
Date: _____

Federal Identification: XX-XXXXXX

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ATTACHMENT 1
SCOPE OF WORK

XXXXXXXXXXXXXXXXXX

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ATTACHMENT 2
INVOICES

ACCEPTABLE BACK-UP DOCUMENTATION

Each signed invoice shall arrive with appropriate back-up including a copy of the General Ledger (if applicable), a statement certifying tasks have been completed per the contract, and the following supporting documentation:

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

SAMPLE INVOICE



Contractor Name Contractor Address Contractor Phone Contractor

Date: May 10, 2018

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				\$0

Make all checks payable to Contractor Name

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

 Signature

 Date

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ATTACHMENT 3
TAX EXEMPT CERTIFICATE

9000025 07/19/13



Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012864683C-5	07/31/2013	07/31/2018	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

EARLY LEARNING COALITION OF
MIAMI DADE MONROE
2555 PONCE DE LEON BLVD
CORAL GABLES FL 33134-6010



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



Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

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ATTACHMENT 4
IRS FORM W-9

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 3	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	
Part I Taxpayer Identification Number (TIN)		
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.		
		Social security number _____ - _____ - _____
		or Employer identification number _____ - _____
Part II Certification		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and		
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and		
3. I am a U.S. citizen or other U.S. person (defined below); and		
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.		
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.		
Sign Here	Signature of U.S. person ▶	Date ▶
General Instructions		
Section references are to the Internal Revenue Code unless otherwise noted.		
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9 .		
Purpose of Form		
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:		
<ul style="list-style-type: none"> • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) 		
<ul style="list-style-type: none"> • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.		
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2.		
By signing the filled-out form, you:		
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),		
2. Certify that you are not subject to backup withholding, or		
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and		
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.		

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ATTACHMENT 5
ASSURANCES AND CERTIFICATIONS

The Coalition will not award a contract ("Agreement") where the Contractor has failed to accept the Assurances and Certifications contained in this section. In performing its responsibilities under the Agreement, 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. Subrecipient 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. Applicable if Grant Agreement exceeds five million dollars.
- 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

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By signing the Agreement, 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 Agreement.
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 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

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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.

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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 Agreement, 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 Agreement, 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 Agreement.

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

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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 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 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 Agreement 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 Agreement, 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.

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5. Notifying the 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 Agreement Manager/Grant officer on whose Agreement/Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Agreement(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 Agreement. As of today, the specific sites have been disclosed to the 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 Agreement, the Contractor will inform the Coalition of the changes in writing within five (5) days of the change.

The Contractor will inform the 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 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 1002.89 (5) 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.

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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 Agreement 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 subrecipient (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

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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 sub-Contractors.

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 Agreement 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. Applicable if Agreement exceeds \$5 million dollars. Please refer to Attachment 5, Exhibit C.

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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 Agreement 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 Agreement is in the amount of \$1 million or more, in accordance with the requirements of s. 287.135, F.S., Contractor, by signing this Agreement, 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

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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 Coalition requires compliance with all applicable provisions of HIPAA and HITECH.

Any person or entity that performs or assists the Coalition with a function or activity involving the use or disclosure of individually identifiable health information (IIHI) and/or 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 Agreement or as required by law;
2. Use of appropriate safeguards to prevent unauthorized disclosures;
3. Reporting to the Coalition of any unauthorized use or disclosure;
4. Assurances that any agents and sub-Contractors 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;

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

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

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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 Agreement 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 Agreement.
 - e. A level 2 background screening no earlier than five years before the effective date of this Agreement 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 Agreement.
 - g. Shall redo the background screening if there is a ninety day lapse in employment from working on this Agreement in which case the person shall be rescreened before being assigned to this Agreement.
 - 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 Agreement 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 Agreement.
 - c. The employee may not return to work on this Agreement until cleared of all charges.
 4. Sub-recipient or Sub-Contractor
 - 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:

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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 Agreement, 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

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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.

XX (NAME OF CONTRACTOR)

By: _____

Name: _____

Title: _____

Date: _____

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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

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

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

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

<p><i>Policy:</i> 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.</p>		<p>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.</p>	
<p>1. Request Type <input type="checkbox"/> ORIGINAL <input type="checkbox"/> CONTINUATION <input type="checkbox"/> EXEMPTION</p>	<p>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: _____</p>	<p>3. Name of Federal Department or Agency and, if known, Application or Proposal Identification No.</p>	
<p>4. Title of Application or Activity</p>		<p>5. Name of Principal Investigator, Program Director, Fellow, or Other</p>	
<p>6. Assurance Status of this Project (<i>Respond to one of the following</i>)</p> <p><input type="checkbox"/> This Assurance, on file with Department of Health and Human Services, covers this activity: Assurance Identification No. _____, the expiration date _____ IRB Registration No. _____</p> <p><input type="checkbox"/> This Assurance, on file with (<i>agency/dept</i>) _____, covers this activity. Assurance No. _____, the expiration date _____ IRB Registration/Identification No. _____ (<i>if applicable</i>)</p> <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> Exemption Status: Human subjects are involved, but this activity qualifies for exemption under Section 101(b), paragraph _____.</p>			
<p>7. Certification of IRB Review (Respond to one of the following IF you have an Assurance on file)</p> <p><input type="checkbox"/> This activity has been reviewed and approved by the IRB in accordance with the Common Rule and any other governing regulations. by: <input type="checkbox"/> Full IRB Review on (date of IRB meeting) _____ or <input type="checkbox"/> Expedited Review on (date) _____ <input type="checkbox"/> If less than one year approval, provide expiration date _____</p> <p><input type="checkbox"/> 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.</p>			
<p>8. Comments</p>			
<p>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.</p>		<p>10. Name and Address of Institution</p>	
<p>11. Phone No. (<i>with area code</i>)</p>			
<p>12. Fax No. (<i>with area code</i>)</p>			
<p>13. Email:</p>			
<p>14. Name of Official</p>		<p>15. Title</p>	
<p>16. Signature</p>			<p>17. Date</p>

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ATTACHMENT 5, EXHIBIT C
CERTIFICATION OF FILING AND PAYMENT OF FEDERAL TAXES

Certification of Filing and Payment of Federal Taxes

As required by the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (Public Law 110-161, Division G, Title V, section 523), as a prospective financial assistance recipient entering into a grant or cooperative agreement of more than \$5,000,000, I, as the duly authorized representative of the applicant, do hereby certify to the best of my knowledge and belief, that:

1. The applicant has filed all Federal tax returns required during the three years preceding this certification;

AND

2. The applicant has not been convicted of a criminal offense pursuant to the Internal Revenue Code of 1986 (U.S. Code – Title 26, Internal Revenue Code);

AND

3. The applicant has not, more than 90 days prior to this certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Signature of Authorized Certifying Official

Printed Name and Title

Name of Applicant

Date

Grant/Cooperative Agreement Reference Number