



Early Learning Coalition of Palm Beach County

Ready to Learn. Ready for Life.

REQUEST FOR PROPOSAL FOR RFP 25-200 COMMUNITY RELATIONS CONSULTANT

Dates Available: Oct 15, 2024

Closing Date and Time: Nov 1, 2024

Inquiries and proposals should be directed to:
Anthony Hernandez
Procurement Director
Early Learning Coalition of Palm Beach County
2300 High Ridge Road, Suite 115
Boynton Beach, FL 33426
Anthony.hernandez@elcpalmbeach.org

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INTRODUCTION

In 1999, the Legislature enacted the School Readiness Act (s. 411.01, Florida Statutes (FS)), which consolidated the state's early care and education and childcare programs into one integrated program of school readiness services. The Act directed that school readiness programs would be overseen by school readiness coalitions (now known as the Early Learning Coalitions) at the county or multi-county level. The Coalition is coordinated by the State of Florida's Office of Early Learning, a division of the Department of Education, and is one of 30 Coalitions in the state.

The Early Learning Coalition of Palm Beach County, Inc. (Coalition) is a 501(c)(3), not-for-profit organization dedicated to ensuring quality early care and education for children in Palm Beach County. Through a variety of affordable and innovative early care and education programs, the Coalition serves more than 30,000 children age's birth to 12 years old and their families through approximately 800 contracted child-care providers. The Coalition also provides training and quality programs 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.

The Coalition is authorized under s. 411.01, Florida Statutes, is incorporated as a not-for-profit entity and has been approved for 501(c)(3) tax-exempt status. The Coalition administers and oversees the early care and education programs in Palm Beach County and is governed by a Board of Directors. The Board of directors is comprised of a maximum of 30 members with membership per F.S. 411.01, which mandates certain members from partnering agencies in our community. The Coalition's 240 employees provide community services through 3 office locations in Palm Beach County, with centralized administrative and contractual operations.

SECTION 1: PURPOSE OF REQUEST FOR RFP

1.1 Statement of Purpose

The objective of this Request for Proposal ("RFP") is to contract for services of a qualified Community Relations Consultant specified in Section 5 – Scope of Services.

1.2 Contract Resulting from this RFP

This "REQUEST FOR PROPOSAL" Solicitation Number: **ELCPBC 25-200 (referred hereinafter as the "RFP")** is designed to secure a contract from a company that will provide the services as described in this RFP. The Coalition intends to enter into a contract for services for a period of one year, with an option to renew the Contract for four additional one-year periods at the sole discretion of the Coalition. Renewals are subject to (a) funding availability and (b) satisfactory evaluation by the Coalition.

The Coalition reserves the right to make any and all determinations exclusively which it deems necessary to protect the best interests of its early learning program and the families who are served by the Coalition either directly or through any one of its subcontractors.

See Exhibit 4 for the Coalition standard contract terms. All proposers must be willing to negotiate a contract based on these terms, as applicable. Additional vendor terms and conditions will be incorporated into the final contract based on our legal counsel review.

1.3 Conflict of Interest

The Coalition and its employees, its representatives or agents are bound by the Conflict of Interest attestation policy, state regulations, and/or local Coalition Board regulations. All respondents must disclose in their Letter of Certification the name of any officer, director or agent who is affiliated with the Coalition as an employee, board member, provider, or other stakeholder. All respondents must disclose the name of any stakeholder who owns, directly or indirectly, any interest in the respondent's business or any of its branches. All respondents must disclose any business relationships or family relations with any officer, director, subcontractor, contracted provider, or employee of the Coalition.

1.4 Description of Operations

The Coalition is authorized under s. 411.01, Florida Statutes, is incorporated as a not-for-profit entity and has been approved for 501(c)(3) tax-exempt status. The Coalition administers and oversees the early care and education programs in Palm Beach County and is governed by a Board of Directors. The Board of directors is comprised of a

maximum of 30 members with membership per F.S. 411.01, which mandates certain members from partnering agencies in our community. The Coalition's 240 employees provide community services through 3 office locations in Palm Beach County, with centralized administrative and contractual operations. The Coalition operates a \$100 million budget funded solely with federal, state, and local grants.

SECTION 2: RFP PROCESS - GENERAL INFORMATION

2.1 POINT OF CONTACT. The sole point of contact with the Coalition for purposes of this RFP is:

Anthony Hernandez
Procurement Director
Early Learning Coalition of Palm Beach County, Inc.
 2300 High Ridge Road, Suite 115
 Boynton Beach, Florida 33426
Anthony.hernandez@elcpalmbeach.org
 Phone: (561) 576-7119

2.2 CONE OF SILENCE - LIMITATIONS ON CONTACTING ELC PERSONNEL/OTHERS. Effective as of the issuance of this RFP and ending at the end of the 24-hour period following the Coalition's award and execution of an Agreement with a Proposer, no person, entity or other organization shall contact and or discuss, with any member of the Coalition's Board, or Coalition Staff, any matter that pertains to this RFP, except with the Contact person identified in Section 2.1 of this RFP. Any person, entity, or other organization that violates this provision may be disqualified from responding to this RFP.

2.3 PROPOSED SCHEDULE. All times, meetings and subject matters are subject to change within the sole discretion of the Coalition.

DATE/TIME	PROCESS	
Oct 15, 2024 3:00 p.m. EST	RFP released and posted on the Coalition's website: www.elcpalmbeach.org/procurement , other industry sites or direct communication.	
Oct 21, 2024 2:00 p.m. EST	Last day to submit all inquiries to the Coalition.	
Nov 1, 2024 3:00 p.m. EST	Sealed Proposals Due to Coalition.	
TBD	Proposals evaluated and rated by Review Committee.	
TBD	Committee meeting to review proposal evaluation and ranking. Committee to select Top Ranked Proposals for Demonstration/Interview *if necessary* .	
TBD	Top Ranked proposers Demonstration/Interview either on-site or remote. *If necessary*	
TBD	Anticipated Effective Date of Contract.	

2.4 PROPOSERS' INQUIRIES/QUESTIONS. There will be No Proposers' conference. Proposers may submit written inquiries to the Coalition for the purpose of obtaining clarification or responses to questions concerning any matter relating to this RFP on or before 2:00 p.m. (EST) on the date set forth in the Proposed Schedule in Section 2.3 above. All questions and requests for clarification regarding this RFP must be forwarded, via e-mail, to the contact above and will be posted on the Coalition website.

2.5 ADDENDA. The Coalition has the absolute right to cancel, amend, modify, supplement, or clarify this RFP at any time in its sole discretion. If any revisions become necessary or appropriate, as determined in the sole discretion of the Coalition, the Coalition will post the same on its website. Any addendum issued by the Coalition will include a receipt acknowledgment, which must be executed and submitted to the Coalition along with the Proposal on the date Sealed Proposals are due to the Coalition. All Proposers should contact the Coalition's Point of Contact for this solicitation in addition to reviewing the website before the RFP deadline to ascertain whether any addenda have been issued. Failure to do so could result in a determination that the Proposal is non-responsive.

2.6 COMPLIANCE WITH LAWS/RULES/REGULATIONS. The Successful Proposer shall for itself, and it shall cause each of its employees, agents, representatives, contractors, and subcontractors to continuously comply with any and all federal, state, and local laws, rules, regulations, codes, ordinances, statutes and orders of any public authority bearing on the performance of the awarded Contract by Proposer. The Successful Proposer shall ensure throughout the duration of the Contract that it, and all of its contractors and subcontractors of any tier, shall be properly licensed and certified, as applicable, continuously throughout the duration of all work performed and services provided in accordance with the resulting Contract. All such licensing and certification shall be at the sole cost of each contractor and subcontractor. Upon request, Proposer shall furnish to the Coalition copies of any licenses, permits or certifications required to comply with any law, rule, regulation, code, ordinance, statute, and order referenced herein.

2.7 PUBLIC RECORDS/PROPOSER TRADE SECRETS. Article 1, Section 24 of the Florida Constitution and Chapter 119, Fla. Stat., guarantees every person access to all public records. All information contained within each Proposal submitted to the Coalition pursuant to this RFP is part of the public domain, consistent with Chapter, 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law, in their Proposals by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and state the reason, in writing, why the exclusion from public disclosure is necessary. Such claimed exempt information shall be segregated from the remainder of the Proposal. All Proposals will be open for public inspection in accordance with Chapter 119, Florida Statutes, except for any information that qualifies as exempt information under Florida Statutes, and which have been identified by the Proposer. The Coalition will attempt to afford protection from disclosure of any trade secret as defined in Section 812.081, Florida Statutes, where identifies as such in the response to this RFP, to the extent permitted under Section 815.04, Florida Statutes. Any prospective Proposer acknowledges, however, that the protection afforded by Section 815.04, Florida Statutes, is incomplete, and it is hereby agreed by the Proposer and the Coalition that no right or remedy for damages arises from any disclosure. Proposer agrees that no right or remedy shall be had against the Coalition that arises from any disclosure made by Coalition herein, in good faith, pursuant to Chapter 119, Florida Statutes. Further, Proposer agrees that it shall indemnify, defend, and hold the Coalition harmless from and against any losses, expenses, liabilities, costs, (including court costs and reasonable attorney's fees and costs), claims or actions by a third party that relates to Proposer's claimed exemptions herein.

2.8 ACCEPTANCE/REJECTION OF PROPOSALS AND WAIVER OF IRREGULARITIES - The Coalition reserves the right to reject any and all Proposals, and/or to re-advertise, to waive any defects, irregularities, informalities or technicalities therein, to negotiate Contract terms with the successful Proposer, to disregard all non-conforming or non-responsive parts of a Proposal, or to accept any Proposal which, in the Coalition's sole judgment will best serve its interests. The Coalition may supplement, amend, modify and/or expand the solicitation requirements, accept Proposals from one or more Proposers, in whole or in part, and award only a portion of this solicitation. The Coalition reserves the right to cancel this RFP solicitation at any time without any liability and to cancel the award of any Contract at any time before execution of said Contract by all parties without any liability to the Coalition. In consideration of the Coalition's evaluation of submitted Proposals, the Proposer, by submitting its Proposal, expressly waives any claim to damages, of any kind whatsoever, in the event the Coalition exercises its rights provided for in this Section 2.8.

On the date and time for acceptance of Proposals specified in the Schedule set forth in Section 2.3, the Proposals shall be opened by the Coalition and reviewed to ensure that the Proposal contains the required, properly executed submittals.

No Proposal shall be permitted to be withdrawn once it is submitted to the Coalition in accordance herewith.

2.9 DISQUALIFICATION. The Proposal and the Proposer shall be disqualified if:

1. The Proposer or affiliate has been placed in the discriminatory vendor list pursuant to Section 287.134, Florida Statutes.
2. The Proposer or affiliate has been placed on the federal suspension and debarment list,
3. The Proposer or affiliate has not complied with an official order of any agency of the State of Florida or the United States Department of Labor to repay disallowed costs incurred during its conduct or projects or services.
4. The Proposer or affiliate has failed to perform any contractual obligation with the Coalition in a manner satisfactory to the Coalition; or has failed to correct unsatisfactory performance to the satisfaction of the Coalition.
4. The Proposer or affiliate had a contract terminated by the Coalition, by any other coalition, State agency or by any Children's Services Council for cause
5. The Proposer or affiliate or any of its staff make contact in violation of the provisions of the Cone of Silence as set forth in Section 2.2 above.
6. The Proposer or affiliate or any of its staff have participated in the development of the RFP documents for this Solicitation.

2.10 NO DISCRIMINATION - The Coalition, in accordance with Title VII of the Civil Rights Act of 1964, ensures that in any Contract entered into pursuant to this RFP, minority business enterprises will be afforded full opportunity to submit Proposals and will not be discriminated against on the grounds of race, color, or national origin in consideration of award.

2.11 SMALL AND/OR MINORITY-OWNED BUSINESS – Efforts will be made by Coalition to utilize small businesses and minority-owned businesses. A proposer qualifies as a small business firm if it meets the definition of a small business as established by the Small Business Administration (13 CFR 121.201) and/or a minority-owned business as defined by F.S. 287.057 (12),

2.12 IDENTICAL OR TIE RESPONSES - When evaluating identical responses from multiple Proposers, if two equal responses to an RFP are received and only one response is from a certified minority business enterprise, the Contract shall be awarded to the certified minority business enterprise pursuant to § 287.057(12), Fla. Stat. Whenever proposals are equal in price, quality, and services a proposal received from a business that certifies that it has implements a drug free workplace program shall be given preference in the award process.

2.13 NOTICE OF CONTRACT AWARD. The Coalition anticipates awarding a single Contract to the responsible and responsive Proposer whose Proposal is determined, in writing, to be the most advantageous to the Coalition, taking into consideration the price and the other criteria set forth in this RFP. The Coalition will electronically post a Notice of its Intended Award at the Coalition's website following the Coalition's selection of the Successful Proposer. If the notice of award is delayed, in lieu of posting the notice of intended award, the Coalition will post a notice of the delay and a revised date for posting the notice of intended award.

2.14 PROTESTS AND DISPUTES. The protest procedures set forth in Chapter 120, Florida Statutes, do **NOT** apply to the Coalition or to this RFP. By submitting a Proposal herein, Proposer shall comply with the following Coalition Protest Policy for this RFP. A Notice of Intent to Protest, before award, must be submitted, in writing, to the Coalition's Chief Executive Officer, at the address listed in Section 1.1, no later than three (3) calendar days after the date Sealed Proposals are due to the Coalition. A Notice of Intent to Protest, after award, must be submitted within three (3) calendar days after the posting of the Notice of Award. Failure to protest, before award, those issues which could have been raised at such time including, without limitation, protest to the form of this RFP, any Coalition policy and/or procedure set out in this RFP, or of any term(s) or condition(s) of this RFP, are barred from being raised as a protest, after award. Within three (3) days of the submission of a timely Notice of Intent to Protest, either before award or after award, the Proposer shall file with the Coalition's Chief Executive Officer, a formal written protest describing, in detail, the nature of the protest. The Coalition's Chief Executive Officer shall have authority to evaluate and rule on the protest which decision shall be made, in writing, within Five (5) business days from the date of receipt of the formal written request.

If it is determined that the solicitation or award is in violation of law, the solicitation or award shall be canceled or revised. If it is determined that the solicitation or award should be upheld, the Chief Executive Officer shall promptly issue a decision in writing stating the reason for the action with a copy furnished to the protester. The decision of the Chief Executive Officer shall be final and conclusive as to the Coalition. Nothing in this policy is intended to affect the power of the Coalition Board to settle actions pending before the courts. In the event of a timely protest, the Coalition shall not proceed further with the solicitation or with the pending award of the Contract until a ruling is made on the protest unless the Coalition, with the advice of the Coalition's attorney, makes a determination that the award of the Contract, without delay, is necessary to protect the substantial interests of the Coalition.

2.15 COST OF PREPARATION OF PROPOSAL - The Coalition is not liable for any costs incurred by Proposer in responding to this Request for Proposal.

SECTION 3: EVALUATION CRITERIA AND RATING.

3.1 EVALUATION CRITERIA AND RFP SCORING METHODOLOGY.

The Committee, comprised of Coalition staff and outside consultants, will evaluate the proposals in accordance with the criteria listed below. The Committee may request follow-up information from any or all respondents to clarify proposed plans and details as part of the review and evaluation process. The Committee also may ask additional questions to clarify the proposal submitted. The Committee may select vendors to provide an interview/demonstration of their team and product.

The Coalition shall make the final decision. When the Coalition has selected the successful respondent, contract negotiations will begin. If an agreement cannot be reached with the successful respondent, negotiations with that vendor will be formally

terminated. The Coalition would then negotiate with the next highest respondent until an agreement is reached. The Coalition may choose to modify the choice of a selected respondent if the Coalition determines that such a change is in its best interest.

The Coalition reserves the right to reject any or all proposals submitted. The Coalition further reserves the right to further research any respondent to assess the ability to perform the contract before awarding a contract.

The selection Committee will evaluate the responses in two phases:

1. Initial Screening – which consists of pass or fail questions that ensure respondents meet the minimum compliance requirements. Responses that are incomplete or do not satisfactorily address each requirement may be disqualified.
2. Evaluation Criteria – the selection committee will evaluate the substance of the response based on the following criteria:

Evaluation Criteria

Description of Criteria	Points
A. Qualifications and Experience - The proposer must have experience in public relations, strategic communications, and community relations, with a proven ability to execute public affairs strategies for non-profits, especially in education or early learning. Proficiency in industry trend analysis, media relations, crisis management, and event promotion is required.	0-25
B. Strategic Communication and Media Relations Skills - The proposer must demonstrate expertise in developing compelling narratives, managing targeted media contact lists, and crafting press releases, media kits, and backgrounders. They should have experience pitching stories, securing media coverage, initiating outreach to local and national outlets, coordinating interviews, and handling crisis communications with timely and accurate information.	0-30
C. Community Engagement and Relationship Building - The proposer must have a proven ability to build strong relationships with media outlets, engage key community stakeholders, enhance organizational reputation through media placements, and promote nonprofit events via various channels.	0-20
D. Project Management and Collaboration - The proposer will demonstrate superior project management skills, including the ability to develop and implement comprehensive engagement plans, monitor industry trends, manage multiple projects simultaneously, collaborate effectively with internal teams, and adapt public relations strategies in response to emerging opportunities and challenges.	0-15
E. Price - An explanation of the Proposer's price breakdown for services to be performed	0-10
Maximum Points	100

SECTION 4 - INSTRUCTIONS FOR PREPARING AND SUBMITTING A PROPOSAL

4.1 PROPOSAL CONTENT. Responses to this RFP shall be prepared in a concise manner designed to address the Coalition's anticipated needs and requirements. All prices and quotations shall be typewritten, no erasures will be accepted. No Proposal may be transferred or assigned by a Proposer. A completed Proposal consists of the following sections in the order prescribed below:

Section 1 – Table of Contents

The table of contents should include a clear identification of the material by section and by page number.

Section 2 – Letter of Certification and Vendor Application (Exhibit 1 and 2)

This section is a letter of certification on company letterhead to be signed by the company. See the example of the letter of certification. All proposers MUST also include a completed vendor application.

Section 3 – General Description of Services

This section will provide a brief statement demonstrating the respondent's understanding of the Coalition's needs and a positive commitment from the respondent to meet those needs. The consultant should demonstrate extensive experience in public relations and strategic communications, with a proven track record in public affairs campaigns, particularly in the non-profit and education sectors, showcasing proficiency in industry trend analysis, media relations, and crisis management.

Section 4 – Strategic Communication Approach

This section will provide the company's general approach to strategic communications. The consultant should excel in developing and executing comprehensive public affairs strategies that align with organizational objectives, demonstrating proficiency in crafting compelling content, managing media relations, adapting communications across diverse channels, and effectively handling crisis situations.

Section 5 – Qualifications

The consultant should demonstrate a strong history of cultivating relationships with industry leaders and media, implementing effective community engagement strategies, identifying key influencers, enhancing organizational reputation, and successfully executing high-visibility events and campaigns. The respondent must include a brief biography/biographies of each person highlighting their expertise in community relations and strategic communications.

Section 6 – References

The respondent must provide at least three references of current clients. The name and contact information of a responsible member of management, including but not limited to the HR manager and/or end-users.

Section 7 – Cost of Services

The proposer must submit the cost of services, such as a price sheet, with estimated number of units and include an extended total for a 12-month period.

Section 8 – Administration-Billing

Briefly describe your administration process from contracting to monthly billing and payment methods. Samples of invoices and/or billing reports should be included.

Section 9 – Certification Affidavit (Exhibit 3)

The respondent must provide certain certifications that attest that the organization has made all necessary disclosures. Those forms can be found as exhibits to this document and shall be signed and notarized and returned with the proposal.

Section 10 – Terms and Conditions

The proposer must include a full copy of the company's current terms and conditions, as well as contract language.

Section 11 – Project Management and Reporting

The proposer should exhibit expertise in creating and implementing comprehensive engagement plans, delivering insightful performance reports, managing multiple projects efficiently, conducting thorough data analysis for communication strategies, and demonstrating agility in adapting approaches based on metrics and evolving situations.

4.2 FORMAT. The Proposal shall conform to the content and format requirements described herein. Responses shall be on 8.5"x11" white paper, in (12) point type, in a bound document and sealed in an envelope. The document shall conform to the format and sections as specified in item 4.1 above including a Title Page, Table of Contents and all required sections and exhibits. Pages must be numbered consecutively within each section. All supporting documentation or exhibits shall be clearly referenced. The Proposal and all inclusions shall be properly executed, and notarized as applicable, by an individual who is legally authorized to submit the Proposal on behalf of and bind the Proposer.

4.3 SUBMISSION. The Proposal submission shall contain one hard-copy (1) original, (3) copies and (1) electronic copy of the Proposal in PDF format on a single USB storage device. The original and copies must be clearly marked as "original" or "copy". All signatures, on the original, must be in blue ink. The signature must be of the designated agent officially authorized to act as the contractual agent for the organization. The original, all copies and the electronic copy must send to the RFP point of contact per section 2.1 and be in a SEALED envelope(s) clearly labeled:

**Attn: Anthony Hernandez, Procurement Director
Early Learning Coalition of Palm Beach County
Request for Proposal
Community Relations Consultant
No. 25-200**

Proposals and modifications to Proposals received after the time and date specified herein for Proposal submission will not be considered. Submissions by e-mail or facsimile will not be accepted. Any Proposal submitted shall remain a valid offer for at least One Hundred Twenty (120) days after the submission deadline.

SECTION 5: SCOPE OF SERVICES

5.1 STATEMENT OF WORK

Strategic Communications Consultant or Community Relations Consultant

The successful proposer will utilize strategic thought, and dynamic communication to support in shaping and executing the Early Learning Coalition of Palm Beach County's (Coalition) public relations strategies, enhancing Coalition presence and stakeholder engagement. It demands a proactive approach, a passion for building and maintaining strong relationships with new industry figures and outlets, with a commitment to driving brand visibility and growth.

The consultant will work in the areas of strategic communications, issues management, news industry relations, and public relations.

Consultant Role

- Develop and implement a comprehensive public affairs strategy that aligns with the Early Learning Coalition of Palm Beach County's agency goals, objectives, and communications campaigns.
- Compile a targeted list of relevant media outlets and their contacts, including print news, radio, television, and online media platforms. Maintain and update to ensure effective communication.
- Develop compelling narratives and key messages that resonate with target audiences and media outlets.
- Initiate outreach to local and national media outlets to pitch stories, press releases, and upcoming events.
- Manage relationships with news outlets, proactively seeking opportunities to enhance the agency's reputation in the press and in communities.
- Assist in promoting nonprofit events through media channels by securing event coverage, interviews, and spotlights.
- Coordinate and manage media interviews and media attendance at events.
- Schedule and conduct media briefings, interviews, and follow-up communications with journalists.
- Produce professional press releases, media kits, and backgrounders that highlight the agency's work, success stories, and events with relevant publications and mainstream media outlets.

- Monitor industry trends and public opinion to identify opportunities, challenges, and risks, adjusting public relations strategy accordingly.
- Collaborate with the Coalition's Division Vice President of Communications and Planning to ensure consistent messaging and alignment.
- Coordinate on crisis communication efforts, providing timely and accurate information to the media and public, when appropriate, as designated by the Coalition.

END OF SCOPE OF SERVICES

EXHIBIT 1

Example of letter of Certification

Early Learning Coalition of Palm Beach County, Inc.
Attention: Warren Eldridge, Chief Executive Officer
2300 High Ridge Road, Suite 115
Boynton Beach, FL 33426

Dear Mr. Eldridge:

We have read the Early Learning Coalition of Palm Beach County's Request for Proposal No. 2024-200 and fully understand its intent. We certify that the following:

1. We have adequate personnel, equipment, technology, and facilities to fulfill the requirements of the RFP.
2. We understand that our ability to meet the criteria and provide the required services will be judged by the selection committee comprised of Coalition staff members, and/or outside consultants.
3. We also understand that final approval for a contract award will come from the Coalition.
4. The individual signing certifies that he/she is authorized to contract on behalf of the Proposer.
5. The individual signing certifies that the Proposer is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than as an employee of the Proposer.
6. The individual signing certifies that the prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.
7. The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the Proposer prior to an award to any other Proper or potential Proposer.
8. The individual signing certifies that there has been no attempt by the Proposer to discourage any potential Proposer from submitting a proposal.
9. The individual signing certifies that I/we have not divulged, discussed, or compared this proposal with any other proposer and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.
10. The individual signing certifies that he/she has read and understands all of the information in this RFP.
11. The individual signing has read the Early Learning Coalition of Palm Beach's standard contract terms and conditions, Exhibit 4, and shall agree to accept and comply with these required terms and conditions, and all certifications, as applicable as part of the contract negotiation process.
12. We have included an executed, notarized copy of Exhibit 3 as a required part of our proposal.

It is understood that all information included in, attached to, or required by this RFP shall become public record upon their delivery to the Coalition as defined in the Public Records Act, chapter 119, Florida Statutes.

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.**

Submitted by:

(AUTHORIZED SIGNATURE)

(DATE)

(TYPED NAME AND TITLE)

(E-MAIL)

(TITLE)

(TELEPHONE)

EXHIBIT 2

APPLICATION

A. VENDOR REGISTRATION FORM

Business Name:

Contact Person:

Title:

Phone Number:

Fax Number:

Email:

Mailing Address:

City:

State:

Zip:

Entity Type:

Federal ID #

DUNS (if applicable)

Invoice Billing Terms:

Date Established:

State or Country of Incorporation:

Minority Owned Business Enterprise:

Are you a minority owned business enterprise?

Yes *

No

If yes, select one:

Male

Female

*

Please provide verification or information documentation

CERTIFICATION

I, the undersigned, hereby certify that the information in this application is a full, true, and complete statement of the facts. I understand that if I do not provide a complete W-9 statement, payments will be subject to backup withholding per IRS from W-9 instructions.

Signature:

Printed Name:

Date:

Title:

EXHIBIT 3

CERTIFICATION AFFIDAVIT

DIRECTIONS: BY ATTESTING TO THIS FORM, THE RESPONDENT AGREES TO COMPLY WITH ALL SECTIONS (ONE THROUGH SEVEN) ON THE SWORN AFFIDAVIT. THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. APPLICATION ACCURACY

I do hereby certify that all facts, figures, and representations made in the proposal are true and correct. The filing of this proposal has been authorized by the contracting entity and I have been duly authorized to act as the representative of the organization in connection with this proposal. I also agree to follow all terms, conditions, and applicable federal law and state statutes.

2. PROHIBITION ON LOBBYING

Applicants are hereby advised and agree to comply with the Coalition's adopted prohibition on lobbying:

Any respondent or lobbyist paid or unpaid, for a respondent is prohibited from having any private communication concerning any procurement process or any response to a procurement process with any Coalition member or the Coalition's Chief Executive Officer after the issuance of this RFP and until the completion of the award. A proposal from any organization will be disqualified when the respondent or a paid or unpaid lobbyist for the respondent violates this condition of the procurement process.

3. CONFLICT OF INTEREST

Applicants are hereby advised, and agree to comply with the Coalition's adopted conflict of interest regulations:

All respondents must disclose the name of any officer, director, or agent who is also a Coalition employee or Board Member. All respondents must disclose the name of any Coalition employee who owns, directly or indirectly, any interest in the respondent's business or any of its branches. All respondents must disclose any business relationships with any officer, director, subcontractor, or employee of the Coalition. The disclosures described above must be submitted as a cover letter, included with the RFP, addressed to the Chief Executive Officer, and must be submitted no later than the proposal deadline.

4. POLICY ENTITY CRIME AFFIDAVIT

- a. I understand that a "public entity crime" as defined in Paragraph 287.1 33(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any entity, agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- b. I understand that "convicted" or "conviction" as defined in Paragraph 287.1 33(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment after July 1989, or as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- c. I understand that an "affiliate" as defined in Section 287.133, Florida Statutes means:
 - A predecessor or successor of a person convicted of a public entity crime; or
 - An entity under 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" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate.
 - The ownership by one person of shares constituting a controlling interest in another person or pooling of equipment or income among persons when not for 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.
- d. I understand that a "person" as defined in Section 287.133, Florida Statutes means any natural person or entity organized under the laws of any state or of 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, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- e. 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 officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged and convicted of a public entity crime within the last 36 months.

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

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged 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 SECTION 5 OF THIS FORM TO THE CONTRACTING OFFICER FOR THE ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

5. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

- a. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Federal department or agency;
 - 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;
 - Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any offenses enumerated in paragraph (a)(ii) of this certification; and
 - 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.
- b. Where the respondent is unable to certify to any of these statements in this certification, such prospective participant shall attach an explanation to this Proposal.

6. NON-DISCRIMINATION STATEMENT

The undersigned has read and agreed to the statements describe below:

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.

ORGANIZATION'S NAME AND ADDRESS:

NOTE: AS EVIDENCED BY MY SIGNATURE BELOW, I UNDERSTAND AND WILL COMPLY WITH ALL TERMS AND CONDITIONS STATED HEREIN:

Print Authorized Official's Name

Authorized Official's Title

Authorized Official's Signature

Date

Federal Employer Identification Number

FOR NOTARY PUBLIC (OFFICIAL USE ONLY)

STATE OF _____ COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

who, after first being sworn by me, affixed his/her signature _____

(In the space provided above) on the _____ day of _____, 2____.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

EXHIBIT 4

Contract Template

This Agreement is made and entered into by and between the EARLY LEARNING COALITION OF PALM BEACH COUNTY, INC., a Florida 501(c)(3) corporation, hereinafter referred to as "ELC," and [NAME OF PROVIDER], hereinafter referred to as "Provider." ELC and Contractor are also collectively referred to herein as "Parties" and individually as a "Party".

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, ELC and Company agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

1.1 Provider shall perform all work identified in this Agreement and **Attachment 1, Scope of Work**. The parties agree that the Scope of Services is a description of Provider's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which such an inseparable part of the work are described that exclusion would render performance by Provider impractical, illogical, or unconscionable.

1.2 Monitoring. Provider shall permit persons duly authorized by ELC and other appropriate funding agencies, as authorized by ELC, to inspect any records, papers, documents, facilities, and/or goods and services of the Provider, which are relevant to this Agreement and/or interview any clients and employees of the Provider to assure ELC of the satisfactory performance of the terms and conditions of this Agreement. Following such inspection or interview, ELC will deliver to the Provider a written report of its findings and will include written recommendations regarding the Provider's performance of the terms and conditions of this Agreement. Provider will correct all noted deficiencies identified by ELC within the specified period of time set forth in the recommendations. Provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of ELC, shall result in any one or any combination of the following: (1) the Provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the Provider by the Agency; and (3) the termination of this Agreement for cause.

1.3 Safeguarding Information. The Provider shall comply with the confidentiality provisions and the record retention requirements of sections 119.021, 456.057 and Chapters 1002 Part V and 1002 Part VI Florida Statutes, where applicable. The Provider shall not use or disclose any information concerning a recipient of services from ELC for any purpose not in conformity with state regulations and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

1.3.1 The ELC will provide to the Provider such information as mutually determined to be necessary to implement the services as outlined in Attachment 1. The Provider shall ensure that, upon receipt of confidential and exempt records, the data shall be protected in a manner that does not permit the personal identification of children, their parents/guardians, or providers by persons other than those authorized to receive the records.

1.3.2 All Coalition records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of the Coalition to maintain records in a location that is accessible to the public.

1.3.3 In accordance with section 1002.97 Florida Statutes, the individual records of children enrolled in School Readiness programs provided under Chapter 1002 Part VI, Florida Statutes, when held by the Coalition or Florida's Office of Early Learning, are confidential and exempt from the provisions of section 119.07(1), Florida Statutes, and section 24(a), Article I of the State Constitution.

1.3.4 In accordance with section 1002.72, Florida Statutes, the personally identifiable records of children enrolled in the VPK program provided under Chapter 1002 Part V, Florida Statutes, and any personal information contained in those records, are confidential and exempt from section 119.07(1), Florida Statutes, and section 24(a), Article I of the State Constitution.

1.3.5 Provider shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information without encryption software installed on the devices meeting the standards prescribed in the National Institute of Standards and Technology Special Publication 800-111 (<http://csrc.nist.gov/publications/PubsSPs.html#SP> 800). Failure to strictly comply with this provision shall constitute a breach of this Agreement's terms.

1.3.6 Provider and its employees with access to data pursuant to this Agreement shall complete and sign the OEL Memorandum of Understanding and Data Security Agreement. Provider shall maintain the form at its offices and provide copies to ELC of the forms at its request.

1.3.7 Provider shall immediately notify ELC of any security incidents, including attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with Provider's service under this Agreement; however, good faith attempts at access shall not be considered a security incident.

1.3.8 Provider must comply with mandatory reporting of fraud and criminal activity in accordance with 2 CFR §200.113 and inform its employees of mandatory reporting requirements. Each employee providing services shall disclose to the OEL Inspector General in a timely manner and in writing all violations involving fraud, bribery or gratuity violations affecting this Agreement.

ARTICLE 2 - TERM AND TIME OF PERFORMANCE

2.1 The term of this Agreement shall begin on [date] and shall end on [date] or upon fulfillment of the Scope of Services as set forth above, provided, however, if the term of this Agreement extends beyond a single fiscal year of ELC, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from ELC.

ARTICLE 3 - COMPENSATION

3.1 **Maximum Amount Not-To-Exceed Compensation.** ELC agrees to pay Provider, for performance of services set forth in **Attachment 1, Scope of Work** as required under the terms of this Agreement. It is understood that the method of compensation is that of "unit cost, maximum amount not-to-exceed" which means that Provider shall invoice units for performed services set forth for total compensation in the amount of or less than that stated above. Subject to the availability of funds, payment for contracted services shall not exceed [compensation]. The Provider will only invoice services that have been authorized by ELC in accordance with guidance set forth in **Attachment I, Statement of Work. The Scope of Services in Attachment I, Statement of Work**, may be expanded to include other services by prior written mutual agreement.

3.2 METHOD OF BILLING AND PAYMENT. Provider shall be paid as follows:

3.2.1 The CONTRACTOR agrees to submit invoices, for work completed in accordance with Attachment 1, but only after services for which the invoice is submitted have been completed.

3.2.2 All invoices must include sufficient documentation/information of work performed including but not limited to a detail listing of work performed, including the individual date, number of hours completed by day, individual staff member who performed the work and a description of the task completed.

3.2.3 The Contract shall submit calendar month invoices including required documentation shall be submitted by the 15th of month following the month in which services were performed. Invoices shall be submitted electronically at accountspayable@elcpalmbeach.org. Submission other than stated her may result in delay of payment.

3.2.4 Pre-approval for any tasks and/or work, as stated in the Scope of Work, must be in writing and/or via email, to be eligible for payment.

3.2.5 ELC shall pay Provider within 45 days of receipt of properly completed invoice and documentation. Payment may be withheld for failure of Provider to comply with a term, condition, or requirement of this Agreement.

3.3 REIMBURSABLES. N/A

3.4 Payment shall be made to Provider at:

[Provider Address]

3.5 Return of Overpayment or Disallowed Funds

Provider shall return to ELC any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to the Provider by ELC. In the event that the Provider or its independent auditor discovers an overpayment has been made, the Provider shall repay the overpayment within forty (40) calendar days without prior notification from ELC. In the event that ELC first discovers an overpayment has been made, ELC will notify the Provider in writing of such a finding which was paid contrary to the terms of the Contract. Should payment not be made in a timely manner, within 40 days, the Provider shall pay ELC interest on the amount overpaid, at the rate of one (1) percent per month from the fortieth day until such amount is repaid in full.

3.6 Financial Penalties

Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this Agreement ("Corrective Action Plan"). Penalties may be imposed for failures to implement or to make acceptable progress on Corrective Action Plan. Any penalties shall not exceed ten percent (10%) of the total Agreement payments and may be imposed as follows:

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

In the event of nonpayment, the Coalition may deduct the amount of the penalty from invoices submitted by the Provider.

ARTICLE 4 - CHANGES IN SCOPE OF SERVICES

4.1 Any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 7.20 below.

ARTICLE 5 - INDEMNIFICATION

5.1 Provider shall at all times hereafter to the extent permitted by Florida law and without waiving sovereign immunity, indemnify, hold harmless and defend ELC, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any act or omission of Provider, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by ELC, any sums due Provider under this Agreement may be retained by ELC until all of ELC's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest.

ARTICLE 6 – TERMINATION

6.1 This Agreement may be terminated for convenience by either party, without cause, upon no less than XX days written notice provided in accordance with the terms of this Agreement. In the event this Agreement is terminated prior to the expiration date, Provider shall be entitled to be paid for any services performed to the date the Agreement is terminated; however, upon notification of termination of the Agreement, Provider shall refrain from performing further services or incurring additional expenses under the terms of this Agreement.

ARTICLE 7 - MISCELLANEOUS

7.1 OWNERSHIP OF DOCUMENTS.

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of ELC. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Provider, whether finished or unfinished, shall become the property of ELC and shall be delivered by Provider to ELC within seven (7) days of termination of this Agreement by either party. Any compensation due to Provider shall be withheld until all documents are received as provided herein. Provider is hereby granted the right to use any and all reports, photographs, surveys, and other data and documents provided or created in connection with this agreement for Provider's educational, research and scholarly publication purposes. Provider will supply any proposed scholarly publication to ELC for review and comment prior to publication.

7.2 AUDIT RIGHT AND RETENTION OF RECORD.

Provider shall be required to establish and maintain, and will require its subcontractors to establish and maintain, books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by ELC under this Agreement.

7.2.1 Provider shall retain, and require all subcontractors to retain, all client records, financial records, supporting documents, statistical records and any other documents (including electronic storage media) pertinent to this Agreement for a period of six (6) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.

7.2.2 Upon completion or termination of this Agreement and at the request of ELC, Provider shall facilitate the duplication and transfer of any records or documents during the required retention period as specified above.

7.2.3 Provider shall assure that all records shall be subject at all reasonable times to inspections, review, or audit by state or other personnel duly authorized by ELC. In addition, at all reasonable times for as long as records are retained, persons duly authorized by ELC or other appropriate funding agencies shall have full access to, and the right to examine any of the Provider's contracts and related records and documents regardless of the form in which kept.

7.2.4 Provider shall be required to include the aforementioned record keeping requirements in all approved subcontracts and assignments.

7.2.5 Provider shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Provider in conjunction with this Contract. It is expressly understood that the Provider's refusal to comply with this provision shall constitute a breach of contract with the immediate right to terminate.

7.3 APPLICABLE LAW. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. By entering into this Agreement, Provider and ELC hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of the Project.

7.4 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT. Provider shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Provider shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by ELC, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Provider shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

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

7.6 MATERIALITY AND WAIVER OF BREACH. ELC and Provider agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. ELC's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.7 NOTICES. Whenever either party desires to give notice to the other, such notice must be in writing, sent by United States Mail, postage prepaid, return receipt requested, or by electronic email requiring delivery and read receipt or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR ELC:
Anthony Hernandez
Early Learning Coalition of Palm Beach County, Inc.
2300 High Ridge Road, Suite 115
Boynton Beach, FL 33426
(561) 576-7119
Anthony.hernandez@elcpalmbeach.org

FOR PROVIDER:
[NAME]

7.8 PRIOR AGREEMENTS. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 7.7 above.

7.9 CONFLICT OF INTEREST. Each party represents and warrants that it has not, nor have its officers, agents, or employees, nor any party on behalf of any of the foregoing, offered or given, nor will offer or give, any gratuity to any officer, employee or agent of the other party with the purpose or intent of securing an agreement or securing favorable treatment or the making of any determination with respect to the performance of this or any other agreement.

7.10 INDEPENDENT PROVIDER. Provider is an independent Provider under this Agreement. Services provided by Provider pursuant to this Agreement shall be subject to the supervision of Provider. In providing such services, neither Provider nor its agents shall act as officers, employees, or agents of the ELC. This Agreement shall not constitute or make the parties a partnership or joint venture.

7.11 THIRD PARTY BENEFICIARIES. Neither Provider nor ELC intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Accordingly, no rights or interests granted therein by either party shall be deemed to confer to the other party any rights of the respective party's sovereign immunity. As such, all rights and interests of sovereign immunity for either party shall be strictly limited to those granted to the party under the laws and constitution of the state where the party operates and existing independent of the making of this Agreement.

7.12 ASSIGNMENT AND PERFORMANCE. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, Provider shall not subcontract any portion of the work required by this Agreement without ELC's prior written approval. Provider represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to ELC's satisfaction for the agreed compensation. Provider shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Provider's performance and all interim and final product(s) provided to or on behalf of ELC shall be comparable to the best local and national standards.

7.13 CONTINGENCY FEE. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, ELC shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

7.14 STAFFING REQUIREMENTS

The Provider agrees to employ staff, at its expense, to execute the services provided in accordance with this Contract. Such individuals shall not be considered employees of the ELC and are subject to the supervision, personnel practices, and policies of the Provider. The Provider shall ensure that staff assigned to perform any services related to the Contract, at minimum, meet the qualifications required by this Contract. The Provider further agrees to ensure compliance with the applicable employee screening requirements as outlined in Section 435.04, F.S. The Provider shall also ensure that appropriate staff are trained and knowledgeable in ELC's policies and procedures applicable to and referenced in this Agreement. The Contractor shall submit the following requirements before executing the Contract, and the Coalition will request them periodically throughout the term of the agreement.

7.14.1 Provider and all of its officers, employees and agents shall comply with the confidentiality provisions set forth in Section 39.0132, 39.202, and 39.814, F.S. and in any subsequent amendments to any of these statutes and shall not release any information regarding any of the children in its care, or the family of children in its care, except as specifically authorized by law.

7.14.2 Qualified entity, as defined in s. 943.0542, F.S., means a business or organization, whether public, private, operated for profit, operated not-for-profit or voluntary, that provides care or care placement services, including a business or organization that licenses or certifies others to provide care or care placement services. The Provider is a Qualified Entity and therefore shall register with the Florida Department of Law Enforcement (FDLE). The entity shall have all employees assigned to work on this agreement screened in a manner consistent with s. 943.0542, F.S. Provider shall maintain on file verification for all Provider's personnel including the following documents:

- Documentation the individual compiles with the background screening standards set forth in s. 435.04, F.S.
- The highest level of education claimed, if the position requires.
- All applicable professional licenses claimed, if the position requires.
- Applicable employment history, if the position requires.
- To be in compliance, all employee background screenings must be from no earlier than five years before this Contract's effective date.

7.14.3 Provider agrees that for each employee it assigns to a contract with the ELC the Provider shall notify ELC within 10 days of the Provider learning that its employee has been arrested for any criminal offense. The Provider will 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. The employee may not return to work on the Contract until cleared of all charges.

7.14.4 Provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of staff that are assigned to this Contract.

7.15 COMPLIANCE WITH LAWS. Provider shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations as per Attachment 4 in performing its duties, responsibilities, and obligations pursuant to this Agreement, to include but not be limited to those applicable to conflict of interest, nepotism, and criminal/and/or fraudulent activities.

7.16 INFORMATION SECURITY OBLIGATIONS. Provider shall identify an appropriately skilled employee to function as its Data Security Officer who shall act as the liaison to ELC's Data Security Officer and who will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this Agreement. The Provider shall implement Internal Security Policies and Procedures and must have, at a minimum, an equivalent level of security with associated policies and procedures standards as ELC, (The most recent version of ELC's Computing and Resources Policy is available upon request) and shall furnish Security Awareness Training to its staff. An appropriate level of security includes approving and tracking all Provider employees that request system or information access and ensuring that user access has been removed from all terminated Provider employees. If there is a breach of the Provider's internal security policies and procedures, the Provider shall notify the ELC Data Security Officer and/or Director of Contracts within 24 hours.

7.17 INSURANCE AND RISK MITIGATION. Provider shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the Agreement and any renewal(s) or extension(s) of it. By execution of the Agreement, the Provider accepts full responsibility for identifying and determining type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under the Agreement. The Provider will have and continuously maintain all other types of insurance as required by law.

INSURANCE

1. **Liability Insurance:** The Provider shall maintain a minimum but not limited to three million dollars (\$3,000,000) liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of this Contract and any renewal(s) and extension(s) of it. Unless it is a state agency or subdivision as defined by subsection 768.28(2), FS, by execution of this Contract the Contractor accepts full responsibility for identifying and determining the type(s) and coverage policy limits of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under this Contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon Contract execution, the Contractor shall furnish the Coalition's Contract Manager written verification supporting both the determination and existence of such insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. The Coalition reserves the right to require additional insurance.

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

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

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

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

5. **Cyber Liability Insurance:** To maintain \$1,000,000.00 cyber liability Insurance coverage for covering network security and privacy liability; including the failure to allow access to the District's computer system by authorized users, the failure to prevent unauthorized access to District's computer system or the private or confidential information contained therein; the theft or loss of private or confidential information of others and the failure to prevent the transmission of a virus or malicious code to others should add coverage for notifications and credit checks. Deductible not to exceed \$25,000. Upon the execution of this Contract, the Provider shall furnish the Agency with written verification of the existence of such insurance coverage.

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

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

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

CERTIFICATE HOLDER MUST READ:
Early Learning Coalition of Palm Beach County,
2300 High Ridge Road, Suite 115
Boynton Beach, FL 33426

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

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

9. The Contractor shall not commence any work in connection with this Contract until the Coalition's Contract Manager has approved Insurance. All insurance policies shall be with the insurers qualified to do business in Florida. The Coalition's Contract Manager shall be furnished proof of coverage of insurance by certificates of insurance accompanying the Contract documents and shall name the Coalition as an additional named insured. The Coalition shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy or premium. The payment of such deductible shall be the sole responsibility of the Contractor providing such coverage.

7.16 SEVERANCE. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless ELC or Provider elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

INVENTIONS, PATENTS, AND COPYRIGHTS

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

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

3. The Contractor agrees that:

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

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

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

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

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

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

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

FORCE MAJEURE

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

7.18 **JOINT PREPARATION.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has

been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

7.19 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.

7.20 AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the ELC and Provider.

7.21 Incorporation by Reference. Attachments 1 through X are incorporated into and made a part of this Contract.

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

7.23 MULTIPLE ORIGINALS. This Agreement may be fully executed in numerous copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties have made and executed this Agreement by their undersigned officials as duly authorized.

ELC:
EARLY LEARNING COALITION OF PALM BEACH COUNTY, INC.

By: _____

Name: _____

Title: _____

Date: _____

Provider:
[NAME]

By: _____

Name: _____

Title: _____

Date: _____

CERTIFICATIONS AND ASSURANCES

By signing the agreement, the Provider agrees to the following certifications and assurances.

I Condition of Award

The Coalition will not award a contract where the CONTRACTOR has failed to accept the certifications this section contains. In performing its responsibilities under the agreement, the CONTRACTOR hereby certifies and assures that it will fully comply with all Certifications and Assurances as listed in previous page's table of contents.

By signing the agreement, the CONTRACTOR agrees to comply with those assurances and certifications, detailed below.

II Assurances – Non-Construction Programs

As the CONTRACTOR's duly authorized representative, I certify that the CONTRACTOR:

- A. 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 costs, as applicable) to ensure proper planning, management and completion of described services.
- B. Will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida DOE, the Florida DFS and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
- C. 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.
- D. Will initiate and complete the work within the applicable time frame after receiving the awarding agency's approval.
- E. Will comply with the Intergovernmental Personnel Act of 1970 (42 USC 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 CFR part 900 subpart F).
- F. Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to:
 - i. 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;
 - ii. Title IX of the Education Amendments of 1972, as amended (20 USC 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex;
 - iii. s. 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), which prohibits discrimination on the basis of handicaps;
 - iv. the Age Discrimination Act of 1975, as amended (42 USC 6101-6107), which prohibits discrimination on the basis of age;
 - v. the Drug Abuse Office and Treatment Act of 1972, as amended, (P.L. 92-255) relating to nondiscrimination on the basis of drug abuse;
 - vi. the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (P.L. 91-616), relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - vii. ss. 523 and 527 of the Public Health Service Act of 1912, as amended (42 USC 290 dd.3 and 290 ee-3), relating to confidentiality of alcohol and drug abuse patient records;
 - viii. Title VIII of the Civil Rights Act of 1968, as amended, (42 USC 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
 - ix. any other nondiscrimination provisions in the specific statute(s) under which the CONTRACTOR is making application for federal assistance;
 - x. any other non- discrimination statute requirements that may apply to the application.
- G. Will comply with, or has already complied with, the titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), requirements, which provide for treating fairly and equitably 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.
- H. Will comply, as applicable, with the provisions of the Hatch Act (5 USC 1501-1508 and 7328), which limit the political activities of employees for whom federal funds, in whole or in part, pay for their principal employment activities.

- I. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 USC 276a-276a7), the Copeland Act (40 USC 276c and 18 USC 874) and the contract Work Hours and Safety Standards Act (40 USC 327-333) regarding labor standards for federally assisted construction sub-agreements. For projects involving construction:
 - i. The project is not inconsistent with the Florida DOE's overall plans for the construction of school facilities.
 - ii. In developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary of Education under section 794 of Title 28 in order to ensure that facilities constructed with the use of federal funds are accessible to and usable by individuals with disabilities.
 - iii. When federal program legislation requires, all construction contracts the recipients and sub-recipients award in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor regulations (29 CFR part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).
- J. 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.
- K. Will comply with environmental standards that may be prescribed pursuant to:
 - i. institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and executive order (E.O.) 11514;
 - ii. notifying violating facilities pursuant to E.O. 11738;
 - iii. protecting wetlands pursuant to E.O. 11990;
 - iv. evaluation of flood hazards in flood plains in accordance with E.O. 11988;
 - v. assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 USC 1451, et seq.);
 - vi. conformity of federal actions to state (clear air) implementation plans under section 176(c) of the Clean Air Act of 1955, as amended (42 USC 7401, et seq.);
 - vii. protecting underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523);
 - viii. protecting endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- L. Will comply with the Wild and Scenic Rivers Act of 1968 (16 USC 1271, et seq.) related to protecting the national wild and scenic rivers system's components or potential components.
- M. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470); E.O. 11593 (identification and protection of historic properties); and the Archeological and Historic Preservation Act of 1974 (16 USC 469a-1, et seq.).
- N. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 USC 4801, et seq.), which prohibits using lead-based paint in construction or residence structure rehabilitation.
- O. Will cause the required financial and compliance audits to be performed 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, and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.
- P. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.

III Certification Regarding Debarment

Certification regarding suspension and other responsibility matters-Primary Covered Transactions.

As required by E.O.(s) 12549 and 12689, Debarment and Suspension, and implemented at 45 CFR Part 85, Government wide Debarment and Suspension (Nonprocurement) for prospective participants in primary covered transactions, no contract shall be made to parties the General Services Administration's Excluded Parties List System identifies as excluded from Federal Procurement or Nonprocurement Programs. This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and CONTRACTORS declared ineligible under statutory or regulatory authority other than E.O. 12549. Contracts with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees.

The federal government imposes this requirement in order to protect the public interest, and to ensure that only responsible organizations and individuals do business with the government and receive and spend government grant funds. Failure to adhere to these requirements may have serious consequences (e.g., disallowance of cost, termination of project or debarment). To assure that this requirement is met, there are four options for obtaining satisfaction that sub-CONTRACTORS and CONTRACTORS are not suspended, debarred or disqualified. The

CONTRACTOR, through the duly appointed undersigned representative, certifies, to the best of its knowledge and belief, that it, its principals or its officers:

- A. 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 on the Florida Department of Management Services website. The United States Department of Agriculture Food Program's National Disqualification List is available through the Florida Department of Health.
- B. Have not, within a three-year period preceding the agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense connected to obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violating federal or state antitrust statutes; or embezzlement, theft, forgery, bribery, records falsification or destruction, making false statements or receiving stolen property.
- C. 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 this certification's paragraph B.2.
- D. 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 CONTRACTOR is unable to certify to any of the statements in this certification, CONTRACTOR shall attach an explanation to this agreement.

IV Certification Regarding Lobbying

In accordance with s. 216.347, F.S., the disbursement of grants and aids appropriations for lobbying is prohibited. DOE may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the legislature, the judicial branch or a state agency. The provisions of this section are supplemental to the provisions of s. 11.062, F.S., and any other law prohibiting the use of state funds for lobbying purposes.

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

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- B. If the CONTRACTOR has or will pay any funds other than federal appropriated funds 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, according to its instructions.
- C. The CONTRACTOR shall require that the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) include this certification's language and that all sub-recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which the parties placed reliance when they made or entered into this transaction. 31 USC 1352 requires submission of this certification as a prerequisite for making or entering into this transaction. 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.

V Certification Regarding Convicted Vendor List and Discriminatory Vendor List

The CONTRACTOR hereby certifies, through the duly-appointed undersigned representative, that neither it, nor any affiliate, has been convicted of a public entity crime as s. 287.133, F.S., defines, nor placed on the convicted vendor list or discriminatory vendor list pursuant to s. 287.134, F.S., all of which can be found on the Florida Department of Management Services website. The CONTRACTOR understands and agrees that it must inform ELC immediately upon any change of circumstances regarding this status.

VI Appropriations Act of 1995

United States Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995

The United States Health and Human Services Administration for Children and Families Child Care and Development Fund Terms and Conditions require the CONTRACTOR to comply with s. 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.

VII Trafficking Victims Protection Act of 2000

This agreement is subject to requirements found in s. 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104(g)). The following award term is hereby adopted and incorporated herein by reference as if fully set forth herein:

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

VIII Certification Regarding Environmental Tobacco Smoke

The Pro-Children Act of 2001, 42 USC 7181-7184, imposes restrictions on smoking in facilities where an agency provides federally-funded children's services. HHS grants are subject to these requirements only if they meet the act's specified coverage. The act specifically prohibits smoking in any indoor facility (owned, leased or contracted) where kindergarten, elementary or secondary education or library services to children under the age of 18 routinely or regularly occur. In addition, the act prohibits smoking in any indoor facility or portion of a facility (owned, leased or contracted) where federally-funded health care, child care or early childhood development, including Head Start services, to children under the age of 18 routinely or regularly occur. The statutory prohibition also applies if an agent used federal funds to construct, operate or maintain such facilities. The statute does not apply to children's services provided in private residences, facilities that Medicare or Medicaid solely fund, portions of facilities used for inpatient drug or alcohol treatment, or facilities for redeeming Women, Infants, and Children (WIC) coupons. Failure to comply with the law's provisions may result in the imposition of a civil monetary penalty of up to \$1,000 per violation or the imposition of an administrative compliance order on the responsible entity.

IX Certification Regarding Immigration Status

The CONTRACTOR certifies that it agrees to comply with the provisions of s. 432 of the Personal Responsibility and Work Opportunity Reconciliation Act (42 USC part 1611), ensuring that only individuals eligible for CCDF services receive them.

X 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 CFR part 92.36(b)(3) regarding standards of conduct. It will establish 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.

XI Certification Prohibiting Distribution of Funds

Certification prohibiting distribution of funds to the Association of Community Organization for Reform Now.

To comply with P.L. 111-117, the CONTRACTOR may not distribute federal funds made available under this agreement to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, the CONTRACTOR may not provide federal funds to any covered organization as House of Representatives (H.R.) 3571, the Defund ACORN Act, defines.

XII The Transparency Act

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 Transparency Act's Sub-award and Executive Compensation reporting requirements (as 2 CFR Part 170 defines). Under the Transparency Act, the CONTRACTOR must report all sub-awards (as 2 CFR Part 170 defines) more than

\$25,000, unless exempted. Please see the newly applicable Award Term for Federal Financial Accountability and Transparency Act at the USDHHS ACF website.

XIII Equal Employment Opportunity

The CONTRACTOR agrees to comply with E.O. No. 11246, Equal Employment Opportunity (30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 comp. p. 339), Sept. 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of Oct. 13, 1967, amended, and as the Department of Labor regulations (41 CFR part 60) Office of Federal Compliance Programs, Equal Opportunity, Department of Labor supplements. See 45 CFR part 92.36(i)(3).

XIV Clean Air Act

Clean Air Act (42 USC 7401, et seq.) and the Federal Water Pollution Control Act (33 USC 1251, et seq.), as amended.

- A. If this grant or contract is in an amount in excess of \$100,000, the CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401, et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency. See 45 CFR part 92.36(i) (12).
- B. Provide notice to ELC in writing of violations. Submit copies of written violation notices to:

**Early Learning Coalition of Palm Beach County, Inc.
2300 High Ridge Road Suite 115
Boynton Beach, FL 33426**

XV Energy Efficiency

The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency contained in the State of the Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163). See 45 CFR part 92.36(i) (13).

XVI Scrutinized Companies Lists Provisions and Certification

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 ELC may terminate this contract at its sole option if ELC finds the CONTRACTOR submitted a false certification as s. 287.135(5), F.S., defines, or is 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 provisions of s. 215.473, F.S.

If this agreement is in the amount of \$1 million or more, in compliance with s. 287.135, F.S., the 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.

XVII Davis-Bacon Act

When federal program legislation requires, all construction contracts of more than \$2,000 the recipients and sub-recipients award shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering 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 DOL-issued current prevailing wage determination 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. DOL regulations, rules and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6 and 7.

XVIII Contract Work Hours and Safety Standards Act

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$100,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts*

Under Federal Awards. This provision applies to agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities.

2. The Contractor shall compute wages on a 40-hour week schedule and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous or dangerous conditions or surroundings.

3. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

XIX Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$2,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

2. This provision applies to agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities.

3. The Contractor, its subcontractor, or subrecipient 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 Contractor shall report all suspected or reported violations to the Coalition.

XX Procurement of Recovered Materials

1. Pursuant to 2 CFR §§200.317, *Procurements by states*, and 200.322, *Procurement of recovered materials*, the Contractor will comply with the following requirements of section 6002 of the Solid Waste Disposal Act.

1.1. Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;

1.2. Procure solid waste management services in a manner that maximizes energy and resource recovery; and

Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designated items is available at <https://www.epa.gov/greenerproducts/identify-greener-products-and-services>.

2. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the ELC shall procure items designated in the Environmental Protection Agency (EPA) guidelines at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition unless the ELC determines that such items:

2.1. Are not reasonably available in a reasonable period of time;

2.2. Fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or

2.3. Are only available at an unreasonable price.

3. Paragraph 2. of this clause shall apply to items purchased under this agreement where:

3.1. The Contractor purchases in excess of \$10,000 of the item under this agreement; or

3.2. During the preceding Federal fiscal year, the ELC: (i) purchased any amount of the items for use under a contract that was funded with federal appropriations and was with a federal agency or a state agency or agency of a political subdivision of a state; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

XXI Purchase of American-made Equipment and Products

The Contractor shall, with funds made available by this agreement, to the greatest extent practicable purchase all American-made equipment. (P. L. 103-333, the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995, §507)