



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

REQUEST FOR PROPOSAL # ELCMDM2015-04

CUSTOMER SERVICE TRAINING

RELEASED: NOVEMBER 3, 2015

**SUBMISSION DUE DATE: DECEMBER, 18, 2015 @ 12:00 P.M. EST
(Coalition's Clock Time)**

AVAILABLE FUNDING

TOTAL FUNDING ALLOCATED IS NOT TO EXCEED \$75,000.00.

SECTION 1: GENERAL INFORMATION

1.1 Background

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

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

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

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

1.2 Statement of Purpose

The purpose of this Request for Proposal (“RFP”) by the Early Learning Coalition is to procure one or more Proposers to provide Customer Service Training, with a not-to-exceed amount of \$75,000.00. Through this RFP, the Early Learning Coalition will select a single or multiple Proposer(s) to provide the services described herein.

It is the Proposer’s responsibility to examine this RFP, to understand the Early Learning Coalition’s requirements and to submit its Proposal in a timely, complete, and procedurally correct manner. The services described in this RFP will be procured in accordance with s. 287.057, FS. Contract(s) resulting from this solicitation will be awarded through written notice to qualified and responsive Proposer(s) who(se) proposal is determined to be most advantageous to the Early Learning Coalition, taking into consideration price, quality, and other criteria. The Contract shall be for a period of one (1) year (unless otherwise specified, and may be renewed for a period not to exceed the greater of three (3) years or the term of the original contract, subject to Proposer’s successful performance under the Contract and the availability of funding. A copy the proposed Contract is attached as **Exhibit 14.**

SECTION 2: RFP PROPOSAL PROCESS

2.1 Point of Contact

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

Lisney Badillo
Director of Contracts & Procurement
Early Learning Coalition of Miami-Dade/Monroe, Inc.
2555 Ponce de Leon Blvd., Suite 500
Coral Gables, FL 33134
Email: CustomerService2015RFP@elcmdm.org
Phone: (305) 646-7220

2.2 Proposer Disqualification

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

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

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

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

2.3 Cone of Silence

All parties to this solicitation shall be bound by a "Cone of Silence" surrounding solicitations and prohibitions against ex-parte communication. During the Cone of Silence, respondents to this

solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and state holidays, any of the following: (a) Coalition board members; (b) any Coalition staff; (c) any proposal evaluation committee members; and/or (d) any member of the executive or legislative branch regarding any aspect of this solicitation.

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

2.4 Notice of Intent to Submit a Proposal

Proposers are requested to submit a Notice of Intent to Submit a Proposal Form (“Notice of Intent”) attached hereto as **Exhibit 1** and bearing the original signature of an authorized agent of Proposer no later than **November 13, 2015, at 5:00 p.m. (EST)** to above listed point of contact for the Early Learning Coalition. Please be advised that submissions of the Notice of Intent form by email and/or facsimile will **not** be accepted.

The purpose of the Notice of Intent is to provide the Early Learning Coalition with the proper address and contact person for each Proposer so that any notices of action or changes can be forwarded appropriately. Failure to submit a Notice of Intent by the deadline will result in no further notices about this RFP being sent to the Proposer.

2.5 Inquiries

There will be an **Early Learning Coalition Presentation** for Proposers to attend on **November 9, 2015, at 10:00 a.m. (EST)**. All questions regarding this RFP must be forwarded in writing by U.S. Mail or by email to CustomerService2015RFP@elcmdm.org on or before **12:00 p.m. (EST) November 23, 2015** to ensure that sufficient analysis can be made before answers are supplied. Written responses to questions will be posted on the Early Learning Coalition’s website at www.elcmdm.org, and will also be sent to Proposers that have submitted a Notice of Intent in accordance with Section 2.4 above. Copies of responses to all inquiries will be made available on the Early Learning Coalition’s website by **December 4, 2015 at 5:00 p.m. (EST)**.

2.6 Rejection of Proposals and Waiver of Minor Irregularities

The Early Learning Coalition reserves the right to reject any Proposals received pursuant to the RFP if such action is in the best interest of the Early Learning Coalition as determined in its sole and absolute discretion. The Early Learning Coalition shall have the right, but not the obligation, to waive any minor irregularities in submitted Proposals if doing so would serve the best interests of the Early Learning Coalition, as determined by the Early Learning Coalition in its sole and absolute discretion. For purposes of this Section 2.6, a minor irregularity shall mean a variation from the RFP terms and conditions that does not affect the price of the Proposal or does not give

the Proposer an advantage or benefit not enjoyed by other Proposer, or does not adversely impact the interest of the Early Learning Coalition.

2.7 Notice of Contract Award

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

2.8 Protests and Disputes

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

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

The notice of protest must be submitted to the Early Learning Coalition's President/CEO at 2555 Ponce de Leon Blvd., Suite 500, Coral Gables, FL 33134 in writing within seventy-two (72) hours of the Notification of Intent to Award. The formal written protest must be submitted within ten (10) days after the date the notice of protest is filed and must fully identify the facts resulting in the contested issues. The protest procedure shall be governed by s. 120.57(3), F.S.

2.9 Appeals

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

- (1) In violation of applicable federal or state law;

(2) Based upon an error of material and relevant facts; or

(3) Invalid because of an alleged denial of procedural due process.

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

(1) The Proposer agrees that the procurement process was fair;

(2) The Proposer's score was acceptable for funding but budget limitations, due to program allocations or the availability of funds, prevented the proposal from being funded;

(3) No error of material and relevant fact occurred, but the Proposer does not agree that the proposed services failed to satisfy the technical requirements of the competitive procurement process; and/or

(4) The Proposer was awarded funding, but the Proposer does not agree with the amount awarded.

2.10 Evaluation Process

The Early Learning Coalition shall conduct a comprehensive review of the responses to the solicitation by convening a proposal evaluation committee. The composition of the evaluation committee will depend on the total potential dollar value of the award and whether it is programmatic or administrative as determined by the Early Learning Coalition's Finance Committee.

Responses will be evaluated using the RFP Evaluation Forms, which contains two sections, Initial Screening (**Exhibit 3**), and Quantitative Evaluation Criteria (**Exhibit 4**). The initial screening consists of a series of pass or fail questions that ensure respondents meet certain compliance items. Responses that are incomplete or do not satisfactorily address each and every requirement may be disqualified. The second portion, Quantitative Evaluation Criteria is based on the Minimum Programmatic Requirements set forth in Section 3 below, and assigns a maximum point value to a series of questions that ensure the respondents have satisfactorily addressed each and all requirements. Responses submitted by Proposers must be concise and comply with the RFP page limit requirements of 10 pages. Proposers will be judged based on overall percentage achieved. Proposers will be required to present on their proposal to the evaluation committee in the **Proposal's Presentation** on **January 8th, 2016**.

The evaluation process is designed to assess the Proposer's ability to meet the Early Learning Coalition requirements and to identify those Proposers likely to satisfy those requirements. The

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

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

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

SECTION 3: MINIMUM PROGRAMMATIC REQUIREMENTS

3.1 General Statement of Services to be Provided

The Early Learning Coalition is issuing this RFP for **Customer Service Training** to establish a "gold standard" or "best in class" approach to its employee/family service culture. This RFP solicits proposals from experts in customer service who can develop a series of tailored customer service trainings based on diverse customer needs. The trainings shall be beginning to intermediate levels of competency based. Tools for the ongoing evaluation of customer service delivery shall be included.

3.2 Introduction:

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

3.3 Mission: The Early Learning Coalition's mission is to promote high-quality school readiness, Early Head Start, voluntary pre-kindergarten and after school programs, that further

the physical, social, emotional and intellectual well-being of Miami-Dade and Monroe children, with a priority toward ages before birth through age five.

3.4 Vision: Children First. By placing children first in all we do, children in Miami-Dade and Monroe Counties will enter school ready to learn and succeed in life.

Values:

- Children
- Community
- Partnership
- Advocacy
- Excellence
- Customer Service
- Equity

As we seek to exemplify our vision and strengthen our brand, the Early Learning Coalition has established a strategic initiative to establish a “gold standard” or “best in class” approach to employee/family service culture. In order to define what this means for us and to set specific goals and measure our progress, we have created a Professional Development Institute. Within the Institute, a steering committee was created to identify benchmarks for a vision of corporate culture and performance management that aligns with the delivery of services to our customers:

- (i) **families** receiving School Readiness Subsidy and/or Voluntary Pre-K services;
- (ii) the diverse cadre of **childcare providers** with whom we contract to deliver these services; and
- (iii) to our **funders**: state and federal agencies and private foundations for whom we deliver programmatic based services to improve.

Central to this effort is training our approximately 350 staff members on customer service skills. These trainings should allow the employee to better understand what it is like to be a client of the Early Learning Coalition. The needs of the customer will be better served by the employee who has a greater understanding of our Customers, who come from all different socioeconomic backgrounds. Our front-line staff members, those who by the nature of their job duties have regular interaction with our customers requires training through a series of blended interactions: in-person seminars, webinars, and group coaching sessions.

3.5 Specifications

A. Services to be Rendered:

At a minimum, the proposer will perform training services to include the following:

- (1) Meet with Early Learning Coalition Leadership Staff to conduct a scan of our organization, its mission, values, organizational strengths and service delivery strategies.
- (2) Present results to the Professional Development Institute Steering Committee with proposed plan of action that includes:
 - a. A '**Credo**' (statement of belief)
 - b. A '**Motto**' (a short statement or phrase that encapsulates the beliefs and ideals guiding our approach to customer service.
 - c. Three (3) to five (5) '**Steps of Service**' (to guide the daily application of service delivery to Early Learning Coalition Staff).
 - d. Eight (8) to ten (10) '**Service Values**' to empower Early Learning Coalition staff in the embodiment of the 'Credo', 'Motto' and 'Steps to Service'.
- (3) Develop and Deliver Service Seminars that include:
 - a. Develop and deliver a 'Launch': a ½ day (4 hours) beginning level customer service seminar for the entire Early Learning Coalition Staff to unveil the Customer Service Campaign and plan of action for implementation that is to take place over a 12 month period. The 'Launch' should reinforce the strategic reasons great organizations have a customer service culture, address beginning to intermediate customer service topics that lead organizations to 'gold standard' or 'best in class' customer service and lay the foundation for 12 months' worth of interactive activities.
 - b. Develop and deliver customer service trainings to ELC in groups no larger than 75 through a series of full day (8 hour) workshops. One workshop per employee per quarter. Workshops should be highly interactive and include role-playing.
 - c. Develop at least one follow-up webinar that can be viewed by staff in a self-paced format that is supplemental to the workshop.
 - d. Develop a system of 'coaching' for success for identified ELC leadership staff and prepare staff to deliver on-site coaching to line staff.
 - e. Develop a plan to measure and evaluate each employee's knowledge acquisition and progress.
 - f. Develop a series of questions that every employee needs to know to better determine how to serve every customer.
 - g. Develop all materials to support the workshops and webinars.
 - h. Collect and analyze appropriate data surrounding the delivery of workshops and employee progress, to be presented via conference call to the PDI steering committee at least quarterly.
- (4) Documentation
 - a. Document the progress of 350 ELC staff from beginning to intermediate mastery of customer service delivery
 - b. Submit Monthly Reports

SECTION 4: INVOICING AND PAYMENT OF INVOICES

The Contract resulting from this RFP will be a Firm Fixed Rate contract. The Contractor must submit a Coalition approved invoice form to the Early Learning Coalition for services rendered. The Early Learning Coalition must approve the invoice format and requirements for supporting documentation.

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

SECTION 5: CONTRACT PROVISIONS

A draft of the Early Learning Coalition’s Core Contract, **Exhibit 14**, contains additional terms and conditions that will be required of the Contractor.

SECTION 6: INSTRUCTIONS TO PROPOSERS

6.1 Response Content

A completed Proposal must include the following items:

- (1) Application (**Appendix “B”**)
- (2) Title Page containing the following:
 - a. Early Learning Coalition of Miami-Dade/Monroe, Inc.
 - b. Titled: **RFP for Customer Service Training**
 - c. Request for Proposal Number: **RFP#ELCMDM2015-04**
 - d. Proposer’s Name
- (3) Proposal Responses
This proposal should include:
 - a. Description of expertise in creating and implementing a series of tailored customer service training;
 - b. Description of relevant work history in South Florida with non-profit organizations;
 - c. Description of knowledge of the rules and regulations that govern non-profit funding;
 - d. Description of how it will develop and implement customer services training tailored for the Early Learning Coalition and its diverse customers;

- (4) Proposed Budget and Budget Narrative
- (5) Notice of Intent form (**Exhibit 1**)
- (6) Request for Acceptance of Contract Terms and Conditions Form (**Exhibit 2**)
- (7) Initial Screening of Fatal Flaws (**Exhibit 3**). **For Coalition use only.**
- (8) Quantitative Evaluation Criteria (**Exhibit 4**). **For Coalition use only.**
- (9) Request for Proposal Acknowledgement Form (**Exhibit 5**)
- (10) Request for Non-Collusive Affidavit (**Exhibit 6**)
- (11) Request for Statement of Non Involvement Form (**Exhibit 7**)
- (12) Request for Certification Regarding Debarment, Suspension and Other Responsibility Matters Primary Covered Transaction Form (**Exhibit 8**)
- (13) Sworn Statement Pursuant to s 287.133(3)(a), F.S., on Public Entity Crimes Form (**Exhibit 9**)
- (14) Request for Non-Discrimination Statement Form (**Exhibit 10**)
- (15) Request for Certification Regarding Lobbying Form (**Exhibit 11**)
- (16) Request for Certification Regarding Drug-Free Workplace Form (**Exhibit 12**)
- (17) Request for Financial and Compliance Audit Requirements (**Exhibit 13**)
- (18) Request for Articles of Incorporation

6.2 Format

Respondent(s) shall submit to the Early Learning Coalition an original and four (4) copies of the response **in a sealed envelope or container, as well as an electronic copy of the response submitted on a compact disk as PDF Files viewable in Adobe Acrobat Reader.** Each original, copy of the application and supporting documents should have the name of the agency, the program name, and the designation “original” or “copy” clearly marked on each outside cover. Each original or copy shall be bound separately and clearly referenced. The originals and all copies should then be securely sealed in an envelope or other container and clearly labeled “**Application for Customer Service Training,**” with the individual program name and submitting agency on the front.

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

All sections, including the Application must have consecutive page numbers, beginning with the Application (**Appendix "B"**). Include a standard Table of Contents adding the appropriate page numbers for each section. Page numbering may be done by hand if needed. All response material must be placed in the order outlined. All supporting documents must directly relate to the Application being submitted.

The original response must contain original signatures **in blue ink** on the required forms. The original signature must be of the designated agent officially authorized to act as the contractual agent for the organization or collaborative partnership.

6.3 Submission

Proposals must be received by the Early Coalition of Miami-Dade/Monroe Inc., 2555 Ponce de Leon Blvd., Suite 500, Coral Gables, FL 33134, on **December 18th, 2015 on or before 12:00 p.m. EST (Coalition's Clock Time)**. A Proposer that submits a Proposal by mail should allow sufficient mail handling time to ensure timely delivery of the Proposal to the Early Learning Coalition office. No Proposals will be accepted after the submission deadline. Submission by email or facsimile will **not** be accepted.

6.4 Presentation

The Proposer **must** present their Proposal to the Evaluation Committee on **January 8th, 2016** at the Early Learning Coalition's headquarters. The presentation cannot exceed twenty (20) minutes. The proposer's scheduled time of their presentation will be determined and announced on the Early Learning Coalition's website at www.elcmdm.org.

6.5 Trade Secrets

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

6.6 Cost of Preparation of Proposal

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

6.7 Other Required Information

All Proposers must comply with section 274A of the Immigration and Naturalization Act. Such violation shall cause for rejection of the Proposal, or if subsequently discovered, for unilateral cancellation of the Contract.

APPENDIX "A"

APPLICATION TIMETABLE / IMPORTANT DATES *

ACTIVITY	DATE	TIME	ADDRESS
RFP for Customer Service for Miami-Dade and Monroe Counties	November 3 rd , 2015	N/A	Notice of RFP posted on the DOE, ELC, and Florida Administrative Weekly websites.
Early Learning Coalition's Presentation	November 9 th , 2015	11:00 AM (EST)	Early Learning Coalition of Miami-Dade/Monroe, Inc. David Lawrence Jr. Community Meeting Room 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134
Notice of Intent to Submit Application to be received	No later than: November 13 th , 2015	5:00 PM (EST)	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134
All written inquiries to be received	November 23 rd , 2015	12:00 PM (EST)	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134
Coalition's response to inquiries	December 4 th , 2015	5:00 PM (EST)	Responses to Inquiries posted on ELC website.
Sealed Applications must be received	December 18 th , 2015	12:00 PM (EST)	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134
Initial opening of Applications	January 6 th , 2016	TBD	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134
First Meeting of the Evaluation Committee And Proposer's Presentations	January 8 th , 2016	11:00AM	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134
Proposal Review period for Evaluation Committee	January 8 th - 21 st , 2015	N/A	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134

Meeting with Evaluation Committee to compile, review and finalize results	January 22 nd , 2016	10:00AM	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134
Coalition's Finance Committee review and approval of Evaluation Committee recommendations	January 26 th , 2016 (Tentative)	9:30 AM	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134
Coalition's Board Committee review and approval of Evaluation Committee recommendations	February 1 st , 2016	8:00 AM	Early Learning Coalition of Miami-Dade/Monroe, Inc. 2555 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134
Posting of Notice of Award	February 8 th , 2016	TBD	Contract Award posted on ELC website.
Initiation of Contract Negotiations	TBD	N/A	TBD
Effective Date of Contract	TBD	N/A	N/A
* All dates and events are subject to change at the discretion of the Early Learning Coalition.			

APPENDIX "B"

APPLICATION

**Early Learning Coalition Miami-Dade/Monroe Application Form
RFP # ELCMDM2015-04
"Customer Service Training"**

Agency Name: _____

Agency Unit (if applicable): _____

Street Address: _____

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

Mailing Address (if different): _____

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

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

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

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

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

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

Program/Service Name: _____

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

Name/Position of Person Completing
Application: _____

Email _____ **Phone**
Address: _____ **:** _____

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

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

Board
President (If
Applicable): _____

Title: _____ **Compan**
y: _____

Mailing
Address: _____

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

Telephone: _____ **Fax Number:** _____

Email Address: _____

Contact Person Responsible for
Program/Service: _____

Title: _____ **Email**
Address: _____

Program/Service
Address: _____

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

Telephone: _____ **Fax Number:** _____

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

Email: _____ **Fax Number:** _____

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

EXHIBIT 1

NOTICE OF INTENT TO SUBMIT A PROPOSAL

Name of Company

Contact Person & Title

Signature of Authorized Official

Date

Address

Telephone: _____

Fax: _____

Email: _____

EXHIBIT 2

ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

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

Signature of Authorized Official

Date

Name (Print)

Name of Company

*An authorized official is an officer of the Company who has the legal authority to bind the Company to the provisions of this Request for Proposal. This usually is the President, Chairman or the Board, Executive Director, or owner of the entity. A document establishing delegated authority shall be included with the proposal if signed by someone other than the President, Chairman, Executive Director, or owner.

EXHIBIT 3

FOR COALITION USE ONLY

Evaluation Committee

Initial Screening of Fatal Flaws and Quantitative Evaluation Criteria

1. Was the response received by the date and time specified in the solicitation?
 Pass (Yes) Fail (No)
2. Does the response provide the vendor's federal tax identification number (**Appendix "B"**)?
 Pass (Yes) Fail (No)
3. Does the response contain a signed and dated Acceptance of Contract Terms and Conditions (**Exhibit 2**)?
 Pass (Yes) Fail (No)
4. Does the response contain a signed and dated Proposal Acknowledgement Form (**Exhibit 5**)?
 Pass (Yes) Fail (No)
5. Does the response contain a signed and dated Non-Collusive Affidavit Form (**Exhibit 6**)?
 Pass (Yes) Fail (No)
6. Does the response contain a signed and dated Statement of No Involvement (**Exhibit 7**)?
 Pass (Yes) Fail (No)
7. Does the response contain a signed and dated Certification Regarding Debarment, Suspension, and other Responsibility Matters Primary Covered Transaction (**Exhibit 8**)?
 Pass (Yes) Fail (No)
8. Does the response contain a signed Sworn Statement Pursuant to s. 287.133(3)(a), F.S., on public entity crimes (**Exhibit 9**)?
 Pass (Yes) Fail (No)
9. Does the response contain a signed and dated Non-Discrimination Statement (**Exhibit 10**)?
 Pass (Yes) Fail (No)
10. Does the response contain a signed and dated Certification Regarding Lobbying (**Exhibit 11**)?
 Pass (Yes) Fail (No)

11. Does the response contain a signed and dated Certification Regarding Drug-Free Workplace (**Exhibit 12**)?
 Pass (Yes) Fail (No)
12. Does the response contain a Financial and Compliance Audit Requirements Form (**Exhibit 13**)?
 Pass (Yes) Fail (No)
13. Does the response provide the Articles of Incorporation?
 Pass (Yes) Fail (No)

EXHIBIT 4

FOR COALITION USE ONLY

**Evaluation Committee
Quantitative Evaluation Criteria**

Scoring Responses: Each evaluator is to assign a raw score for each evaluation criteria based upon his/her assessment of the solicitation response. The assignment of any individual score should be based upon the factors described below.

CUSTOMER SERVICE TRAINING	
<u>Scoring Factors - Organizational Capacity</u>	Points
1. Seasoned firm with knowledge in <ul style="list-style-type: none">Developing and implementing tailored customer service trainings for a diverse customer baseRules and Regulations Governing Non-Profit organizations and its funding	35
<u>Scoring Factors - SPECIFICATIONS</u>	
1. At least 5 years relevant experience	10
2. Certifications and local presence	10
<u>Scoring Factors - Documentation</u>	
1. Training Tools	10
2. Report Format	5
3. Presentation	15
<u>Scoring Factors - Pricing</u>	
1. Cost for services not to exceed \$75,000.00	15
TOTAL EVALUATION POINTS FOR Customer Service Training	100

EXHIBIT 5

REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM

Proposer Name

Proposer Mailing Address

City

State

Zip Code

Point of Contact

Title

Telephone Number

Fax Number

Email Address

Website Address

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

Typed Name and Title

Signature

Date

EXHIBIT 6

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of _____

_____ being first duly sworn deposes and says that:

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

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

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

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

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

Name and Title of Authorized Representative

Signature

STATE OF _____

COUNTY OF _____

SWORN TO and subscribed before me this ____ day of _____, 2015, by _____ who is personally known to me or who produced his/her _____ as identification.

Notary Public - State of Florida

My commission expires: _____

Printed type of stamp

EXHIBIT 7

STATEMENT OF NO INVOLVEMENT

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

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

**Typed Name of Authorized
Official:** _____

Title of Authorized Official: _____

Signature of Authorized Official _____

Date Signed: _____

EXHIBIT 8

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

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

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

Name and Title of Authorized Representative

Name of Company

Signature

Date

EXHIBIT 9

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by _____ for _____, whose business address is and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(a), Florida Statutes, means a violation of any state and federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or Contract for goods and services to be provided to any public entity or any agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understanding the “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statues, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of recording relating to charges brought by indictment or information after July 1, 1989, as result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime;
or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” included those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm’s length agreement, shall be a prima facie case that one person

controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding Contract and which bids or applies to bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement, {Please indicate which statement applies}

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. And (Please indicate which additional statement applies).

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

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

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

Name and Title of Authorized Representative

Signature

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this ____ day of _____, 2015, by _____ who is personally known to me or who produced

his/her _____ as identification.

Notary Public - State of Florida
My commission expires: _____

Printed type of stamp

EXHIBIT 10

NON-DISCRIMINATION STATEMENT

Public Law 105-220, Sec. 188 Nondiscrimination (a) *In General*

- (1) Federal financial assistance – For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), or on the basis of race, color, or national origin under title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), programs and activities funded or other financially assisted in whole or in part under this Act are considered to be programs and activities receiving Federal financial assistance.
- (2) Prohibitions of discrimination regarding participation, benefits, and employment. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such programs or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education amendments of 1972[20 U.S.C. 1681 et seq]), national origin, age, disability, or political affiliation or belief.
- (3) Prohibition on assistance for facilities for sectarian instruction or religious worship. Participants shall not be employed under this chapter to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
- (4) Prohibition on discrimination on basis of participant status. No person may discriminate against an individual who is a participant in a program or activity that receives funds under this chapter, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.
- (5) Prohibition on discrimination against certain noncitizens. Participation in programs and activities or receiving funds under this chapter shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

The undersigned has read and agreed to the statements described above.

Name and Title of Authorized Representative

Signature

Date

Name of Company

EXHIBIT 11

CERTIFICATION REGARDING LOBBYING

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

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

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

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

Name and Title of Authorized Representative

Name of Company

Signature

Date

EXHIBIT 12

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

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

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

- A. Publishing a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Provider's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining of drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph A.
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the Agreement, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant officer on whose grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected Contract/Grant.

- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph d.2., with respect to any employee who is so convicted.
 - 1. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local, health, law enforcement or other appropriate agency
- G. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs A, B, C, D, E and F.

CERTIFICATION

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

Name and Title of Authorized Representative

Name of Company

Signature

Date

EXHIBIT 13

FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

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

PART I: FEDERAL REQUIREMENTS

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

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

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

PART II: STATE REQUIREMENTS

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

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor, the Chief Financial Officer and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial

assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

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

Name and Title of Authorized Representative

Name of Company

Signature

Date

EXHIBIT 14

Sample Services Contract

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”), is made and entered into by and between **EARLY LEARNING COALITION OF MIAMI-DADE/MONROE, INC.**, a Florida Not-for-Profit corporation (“Coalition”) and **Vendor** (“Consultant”). The Early Learning Coalition and the Consultant are sometimes hereinafter referred to individually as a “Party”, and collectively the “Parties.”

- 1. Work.** The Consultant agrees to provide **Services** and more specifically the Consultant shall perform work for the Early Learning Coalition as described in **Attachment 1**, attached hereto, and made a part hereof (“Work”). **Attachment 1** may amended from time-to-time to reflect changes in the Work (“Changes”). Such Changes shall be incorporated into this Agreement and become part hereof as if initially attached to this Agreement. To the extent that any Changes do not require a material increase in the amount of time required to perform the Work or require Consultant to retain additional personnel, Coalition shall make Changes without the Consultant’s prior consent. All other Changes shall require the prior written consent of the Parties.
- 2. Term.** The term of this Agreement shall commence on **July 1, 2016** and shall terminate on **June 30, 2017** (the “Term”), unless sooner terminated or extended in accordance with the terms of this Section. Either Party may terminate this Agreement at any time, with or without cause, including for convenience, by giving thirty (30) days prior written notice to the other Party. Upon any termination of this Agreement, Coalition shall have no further liability to Consultant except for payment for approved Work performed by Consultant through the effective date of termination, subject to the Early Learning Coalition’s rights of audit and set-off.
- 3. Consultant Fees and Payment.** Fees (the “Fees”) to Consultant for the Work shall be charged as stated in **Attachment 1**. Subject to the availability of funding, the Early Learning Coalition shall reimburse Consultant for allowable expenditures incurred pursuant to the terms of this Agreement. Expenditures under this Agreement shall not exceed **XXXXXX dollars (\$XXXXXX.XX)**. The Consultant shall submit invoices within **fifteen (15) days** following the end of each calendar month. Each invoice shall be accompanied by supporting documentation in a form reasonably satisfactory to Coalition including, without limitation, a description of the tasks performed and receipts. Upon receipt of a completed invoice, the Early Learning Coalition shall process payment for services within thirty (30) days of receipt. A Sample Invoice is attached as **Attachment 2**. When making cost-reimbursable expenditures the Consultant may use the tax exempt certificate included as **Attachment 3**. Consultant shall submit a completed W-9 form included as **Attachment 4**. Consultant shall complete the certifications set forth in **Attachment 5** attached hereto prior to commencing any Work to be performed hereunder.
- 4. Indemnification.** Consultant hereby agrees to indemnify and hold the Early Learning Coalition and its officers, directors, agents, employees, successors and assigns harmless from and against any and all claims liabilities, losses, damages, causes of action or injuries, together with costs and expenses, including attorneys’ fees and costs, arising out of or in connection with Consultant’s performance of

Work under this Agreement; or arising from or relating to Consultant's failure to perform any of its duties and responsibilities required of it under the terms of this Agreement.

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

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

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

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

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

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

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

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

8. Representations, Warranties and Covenants.

- (a) Coalition and Consultant represent and warrant to each other that this Agreement has been duly and validly authorized, executed, and delivered and is the legal, valid, and binding obligation of the representing party, enforceable in accordance with its terms.
- (b) In performing the work, Consultant shall adhere to the highest professional standards, ethical practices, and standards of care and competence of like consultants in the same industry. Consultant shall use best efforts and shall devote such amounts of its time and resources as is reasonably necessary to achieve the objectives set forth herein and as developed by Coalition from time to time.

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

10. Confidentiality.

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

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

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

11. Compliance with Chapter 1002, Florida Statutes. If the Work to be provided under this Agreement involves children enrolled in school readiness programs, then the Consultant must comply with the provisions of Section 411.011, Florida Statutes.

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

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

To: Coalition:

**EARLY LEARNING COALITION OF MIAMI-DADE
MONROE, INC.,**
2555 Ponce de Leon Boulevard, Suite 500
Coral Gables, FL 33134
ATTN: Contracts Department
Tel. No.: (305) 646-7220
Fax. No.: (786) 433-3227

To: Consultant:

VENDOR
XXXXXXXX
XXXXXXXX
XXXXXXXX
Tel. No.: (XXX) XXX-XXXX
Fax. No.: (XXX) XXX-XXXX
Email: XXXXXXXXXXXX

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

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

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

- 22. Publicity.** Consultant shall not make any public disclosures regarding Coalition or the Work without the prior approval of Coalition except as otherwise required by law.
- 23. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 24. Survival.** The terms of Sections 4 - Indemnification, 5 – Independent Contractor, 6 - Audit, 7 – Work Product, and 10 - Confidentiality shall survive the expiration or termination of this Agreement.
- 25. Successors and Assigns.** This Agreement and any Amendments hereto shall be binding upon and, to the extent expressly permitted by the provisions hereof, shall inure to the benefit of the parties, their respective heirs, legal representatives, successors and assigns.
- 26. Further Assurances.** The Parties will execute and deliver such further acts and things as may be reasonably required to carry out the intent and purpose of this Agreement.
- 27. Attorney Fees.** If any Party is required to engage in litigation or other legal proceeding against any other party hereto, either as plaintiff or as defendant, in order to enforce or defend any rights under this Agreement, and such process results in a final judgment or ruling in favor of such party (“Prevailing Party”), the Party against whom said final judgment or ruling is obtained shall reimburse the Prevailing Party for all direct, indirect or incidental expenses incurred, including, but not limited to, all attorneys’ fees and costs, including paralegal fees, court costs and other expenses incurred throughout all negotiations, proceedings, trials or appeals undertaken in order to enforce the Prevailing Party’s rights hereunder.
- 28. Relationship of Parties.** The Parties agree that neither is an employee, servant, agent, partner or joint venturer of the other Party. Each Party shall be solely and entirely responsible for its individual acts and the acts of its agents, officers, directors, members, managers, employees and servants during the performance of this Agreement. No Party is in any way authorized to make any contract, agreement, warranty or representation on behalf of any other Party or to create any obligation, express or implied, on behalf of any other Party. The Parties agree that this Agreement does not create a fiduciary relationship between the Parties.
- 29. Conflicts of Interest.** Consultant represents that the execution of this contract does not violate the Early Learning Coalition’s conflict of interest policy; nor does it violate Ethical Standards, OMB Circular 110 paragraph 42, Codes of Conduct and Chapter 112, Florida Statutes, as amended, which are incorporated herein by reference as if fully set forth herein. Consultant agrees to abide by and be governed by these conflict of interest provisions throughout the course of this contract and in connection with its obligations hereunder. The Consultant certifies that it has an internal conflict of interest policy and that it abides by and intends to abide by such policies, including OMB circular 110, paragraph 42, Codes of Conduct, in the performance of this Agreement.
- 31. Financial Closeout.** The Consultant shall submit the final invoice for payment to the Early Learning Coalition’s Contract Manager within fifteen (15) days from the end of the Contract Term. If the Consultant fails to do so, all rights to payment are forfeited and the Early Learning Coalition will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all reports due from the Consultant and necessary adjustments thereto have been approved by the Early Learning Coalition.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by each Party, effective as of the date first set forth in this Agreement.

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

By: _____

Name: Mr. Evelio C. Torres, M.P.A.

Title: President/CEO

Date: _____

Consultant:
VENDOR

By: XXXXXXXXXXXXXXXXXX

Name: XXXXXXXXXXXXXXXXXX

Title: XXXXXXXXXXXXXXXXXX

Date: XXXXXXXXXXXXXXXXXX

Federal Identification #XXX

ATTACHMENT 2
INVOICES

SAMPLE INVOICE



Consultant Name Consultant Address Consultant Phone Consultant

Date: November 3, 2015

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

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

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

Date	Description	Hourly Rate	Hours	Amount
Amount Due				\$0

Make all checks payable to Consultant Name

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

Signature _____

Date _____

**ATTACHMENT 3
TAX EXEMPT CERTIFICATE**

0000025 07/19/13



Consumer's Certificate of Exemption

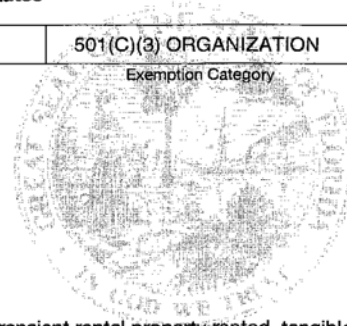
DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

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

This certifies that

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



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



Important Information for Exempt Organizations

DR-14
R. 04/11

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

ATTACHMENT 4

IRS Form W-9

Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)											
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.											
	Social security number <table border="1" style="width:100%; height: 20px;"> <tr> <td style="width:25%;"></td> <td style="width:25%;"></td> <td style="width:25%;"></td> <td style="width:25%;"></td> </tr> </table>										
	Employer identification number <table border="1" style="width:100%; height: 20px;"> <tr> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> </tr> </table>										
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.											

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

- The following codes identify payees that are exempt from backup withholding:
- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
 - 2—The United States or any of its agencies or instrumentalities
 - 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
 - 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
 - 5—A corporation
 - 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
 - 7—A futures commission merchant registered with the Commodity Futures Trading Commission
 - 8—A real estate investment trust
 - 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
 - 10—A common trust fund operated by a bank under section 584(a)
 - 11—A financial institution
 - 12—A middleman known in the investment community as a nominee or custodian
 - 13—A trust exempt from tax under section 664 or described in section 4947
- The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-629-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT 5
ASSURANCES AND CERTIFICATIONS

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

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

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

A) ASSURANCES – NON-CONSTRUCTION PROGRAMS.

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay for the non-Federal share of project cost) to ensure proper planning, management and completion of the Contract.
2. Will give the awarding agency, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the Early Learning Coalition.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728 – 4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM’s Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

7. Will comply with, or has already complied with, the requirements of titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. ss. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. ss. 276a to 276a7), the Copeland Act (40 U.S.C. ss. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. ss. 327-333) regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. ss. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. ss. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. ss. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. s. 470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. ss. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. ss. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. ss. 4801 et seq.) which

prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.

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

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

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

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

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

2. Have not, within a three-year period preceding the Contract, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B.2. of this certification; and/or
4. Have not, within a three-year period preceding the Contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

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

C) CERTIFICATION REGARDING LOBBYING – Please refer to Exhibit A.

D) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Pursuant to the Drug-Free Workplace Act of 1988: 45 C.F.R. Part 76, Subpart F. Sections 76.630(c) and

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

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

Notwithstanding the foregoing, it is not required to provide the workplace address under this Contract. As of today, the specific sites have been disclosed to the Early Learning Coalition and the Parties and we have agreed not to require the specific addresses, with the understanding that if any of the identified places change during the performance of this Contract, the Contractor will inform the Early Learning Coalition of the changes in writing within five (5) days of the change.

The Contractor will inform the Early Learning Coalition of any changes relevant to the provisions of

this section in writing, within five (5) days of the change.

E) CERTIFICATION REGARDING CONVICTED VENDOR LIST AND DISCRIMINATORY VENDOR LIST

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

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

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

F) CERTIFICATION REGARDING SEPARATION OF VOLUNTARY PREKINDERGARTEN EDUCATION PROGRAM AND SCHOOL READINESS PROGRAM FUNDS, SECTION 1002.89(5) FLORIDA STATUTES, SECTION 1002.71(1) AND (7) FLORIDA STATUTES and 45 C.F.R. § 98.54

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

The Contractor hereby certifies that:

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

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

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

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

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

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

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

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

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

J) SUBRECIPIENT MONITORING

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

K) CERTIFICATION REGARDING IMMIGRATION STATUS

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

L) CERTIFICATION REGARDING STANDARDS OF CONDUCT

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

M) CERTIFICATION PROHIBITING DISTRIBUTION OF FUNDS TO THE ASSOCIATION OF COMMUNITY

ORGANIZATION FOR REFORM NOW (ACORN)

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

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

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

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

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

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

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

The Contractor agrees that it shall comply with Executive Order (E.O.) No. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp. p. 339), September 24, 1965, as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," of October 13, 1967, and as supplemented by Department of Labor regulations (41 CFR part 60), "Office of Federal Compliance Programs, Equal Opportunity, Department of Labor". See 45 CFR 92.36(i)(3).

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

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

S) ENERGY EFFICIENCY

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

T) SCRUTINIZED COMPANIES LISTS

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

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

U) OMNIBUS BUDGET RECONCILIATION ACT

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

V) AMERICANS WITH DISABILITIES ACT OF 1990

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

W) RIGHTS TO INVENTIONS MADE UNDER CONTRACT OR AGREEMENT

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

X) CONSTRUCTION OR RENOVATION OF FACILITIES USING PROGRAM FUNDS

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

Y) OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS

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

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

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

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

1. Use of information only for performing services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent unauthorized disclosures;
3. Reporting to the Early Learning Coalition of any unauthorized use or disclosure;
4. Assurances that any agents and subcontractors of Contractor agree to the same restrictions and conditions that apply to the Contractor and provide reasonable assurances that IIHI/PHI will be held confidential;
5. Making PHI available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to the Early Learning Coalition for an accounting of any authorized and unauthorized disclosures; and
8. Making all internal practices, books and records related to PHI available to the Early Learning Coalition for compliance audits.

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

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

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

6. Requirement of periodic audits and formal investigation complaints, and the potential imposition of monetary penalties.

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

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

AA) CERTIFICATION REGARDING BACKGROUND SCREENING

1. Any Contractor or subcontractor who meets the definition of "Qualified Entity" as defined in s. 943.0542, F.S.:
"Qualified Entity" means a business or organization, whether public, private, operated for profit, operated not for profit, or voluntary, which provides care or care placement services, including a business or organization that licenses or certifies others to provide care or care placement services:
 - a. Shall register with the Florida Department of Law Enforcement (FDLE) and have all of its employees assigned to work on this Agreement screened in a manner consistent with Section 943.0542, F.S.
 - b. Shall ensure that any sub-recipient or sub-contractor it retains who also meets the definition of "Qualified Entity" to also register and have all of its employees assigned to work on this Agreement (or Contract) screened in a manner consistent with Section 943.0542, F.S.
 - c. Shall maintain on file at the Contractor for appropriate monitoring and audit purposes verification for all personnel of Contractor and of any sub-recipient or sub-contractor, if applicable, assigned to work on this Contract of:
 1. Passing the level 2 background screening standards as set forth in s. 435.04 F.S.,
 2. The highest level of education claimed, if required for the position,
 3. All applicable professional licenses claimed, if required by the position, and
 4. Applicable employment history, if required by the position.
 - d. Shall obtain no later than ten days after beginning employment, and subsequently maintain on file at the Contractor for appropriate monitoring and audit purposes the above verification for new personnel assigned to this Contract.
 - e. A level 2 background screening no earlier than five years before the effective date of this Contract shall be accepted as in compliance with this provision.
 - f. Shall update the background screening before the anniversary date of the initial background screening check, and every five years thereafter, if the individual continues to perform under this Contract.
 - g. Shall redo the background screening if there is a ninety day lapse in employment from working on this Contract in which case the person shall be rescreened before being assigned to this Contract.
 - h. Shall arrange for and pay all the costs for background screenings.

2. Any Contractor or Sub-contractor who does not meet the definition of “Qualified Entity” shall nevertheless comply with all of the above standards except a level 1 background screening is substituted for a level 2 screening. The level 1 screening shall include submission of fingerprints as opposed to only a name check.
3. Contractor shall:
 - a. Require each employee it assigns to this Contract to notify the Contractor within ten days of being arrested for any criminal offense.
 - b. Review the alleged offense, determine if the offense is one that would exclude the employee under a level 2 screening, and if so remove the employee from work on this Contract.
 - c. The employee may not return to work on this Contract until cleared of all charges.
4. Sub-recipient or Subcontractor
 - a. Require each employee it assigns to a contract or subcontract with the Contractor to notify the Contractor within ten days of being arrested for any criminal offense.
 - b. Review the alleged offense, determine if the offense is one that would exclude the employee under a level 2 screening, and if so remove the employee from work on the contract or subcontract.
 - c. The employee may not return to work on the contract or subcontract until cleared of all charges.

BB) COMPLIANCE WITH SARBANES-OXLEY

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

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

CC) CERTIFICATION REGARDING NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE

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

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

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

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

VENDOR

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
CERTIFICATION REGARDING LOBBYING

CERTIFICATION REGARDING LOBBYING

ELC Miami-Dade
Monroe

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND
COOPERATIVE AGREEMENTS**

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

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

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

Signature

Date

Name of Authorized Individual

Name of Organization

Address of Organization

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

OMB No. 0990-0263
 Approved for use through 1/31/2012

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

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

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

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

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

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

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

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

8. Comments

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

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EXHIBIT C
CERTIFICATION OF FILING AND PAYMENT OF FEDERAL TAXES

Certification of Filing and Payment of Federal Taxes

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

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

AND

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

AND

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

Signature of Authorized Certifying Official

Printed Name and Title

Name of Applicant

Date

Grant/Cooperative Agreement Reference Number