



Early Learning Coalition of Palm Beach County

Ready to Learn. Ready for Life.

REQUEST FOR PROPOSAL FOR EARLY CARE AND EDUCATION CLASSROOM RESOURCE MATERIALS AND SUPPLIES

No. 23-200

Dates Available: Thursday July 13, 2023 – Wednesday August 2, 2023

Closing Date and Time: Wednesday August 2, 2023 at 5:00 P.M.

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

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BACKGROUND

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

The Early Learning Coalition of Palm Beach County, Inc. (Coalition) is a 501(c)(3), not-for-profit organization dedicated to ensuring quality early care and education for children in Palm Beach County. The Coalition provides a variety of affordable and innovative early care and education programs, including School Readiness Program (SR), Voluntary Pre-Kindergarten (VPK) and the Early Head Start-Child Care Partnership (EHS-CCPP). These programs serve more than 30,000 children age's birth to 12 years old and their families through approximately 800 contracted child-care providers located throughout Palm Beach County, including western communities. The Coalition also provides training and quality programs to advance the skills of early care and education providers and staff, enhancing their ability to inspire learning and prepare children for future academic success.

The Coalition is authorized under s. 411.01, Florida Statutes, is incorporated as a not-for-profit entity and has been approved for 501(c)(3) tax-exempt status. The Coalition administers and oversees the early care and education programs in Palm Beach County and is governed by a Board of Directors. The Board of directors is comprised of a maximum of 30 members with membership per F.S. 411.01, which mandates certain members from partnering agencies in our community. The Coalition's 120 employees provide community services through 3 office locations in Palm Beach County, with centralized administrative and contractual operations.

SECTION 1: PURPOSE OF REQUEST FOR RFP

1.1 Statement of Purpose

The objective of this Request for Proposals ("RFP") is requesting proposals from qualified entities to provide educational and classroom resource materials and furniture for early care learning environments as per the attached specifications in Section 5: Scope of Work.

It is the proposer's responsibility to examine this RFP, to understand the program requirements and submit its proposal in a timely, complete and procedurally correct manner.

First Three Years - Budget for all programs is \$750,000, which includes annual budgets for all programs of \$250,000 with on-going ordering timeframes and delivery.

Subsequent Years – Annual budget for all programs is \$250,000 with on-going ordering timeframes and delivery.

1.2 Term of Contract Resulting from this RFP

This 'Request for Proposals' **Solicitation Number: ELCPCB 23-200 (referred hereinafter as the "RFP")** is designed to secure contracts (s) from qualified vendors that will provide the commodities and services as described in this RFP. The Coalition will award contracts (s), subject to the Coalition's Core Contract Terms and Conditions. A copy of the Coalition's Terms and Conditions is attached Exhibit 4, which may be subject to change at the Coalition's sole discretion. Once awards have been determined, the Coalition anticipates entering into 5-year agreements, with the period of three (3) consecutive years with the possibility of extension for additional two (2) one (1) years periods. Each contract, including term, will be negotiated separately. Any renewals will be subject to the vendors successful performance under the contract.

It is the proposer's responsibility to examine this RFP, understand the requirements and to submit its proposal in a timely, complete, and procedurally correct manner.

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

1.3 Conflict of Interest

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

SECTION 2: RFP PROCESS - GENERAL INFORMATION

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

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

2.2 CONE OF SILENCE - LIMITATIONS ON CONTACTING ELC PERSONNEL/OTHERS. All parties to this solicitation shall be bound by a "Cone of Silence" surrounding solicitations and prohibitions against ex-parte communications. During the Cone of Silence, respondents to this solicitation or persons acting on their behalf may not contact any of the following: Coalition Board Members, Coalition Staff, Coalition Selection Committee or ELC contracted child-care providers. All contact/questions should be directed to the Contract person identified in Section 2.1. The period of the Cone of Silence will begin on the date of the issuance of the RFP and will end seventy-two (72) business hours after the posting of the award notice. Any person, entity, or other organization that violates this provision may be disqualified from responding to this RFP.

2.3 PROPOSED SCHEDULE. All times, meetings and subject matters are subject to change within the sole discretion of the Coalition. All times listed reflect Eastern Standard Time (EST).

DATE/TIME	PROCESS
July 13, 2023	RFP released and posted on the Coalition's website: www.elcpalmbeach.org and various other solicitations, services and websites.
July 20, 2023 5:00 p.m.	Last day to submit all inquiries to the Coalition to: Anthony.Hernandez@elcpalmbeach.org
August 2, 2023 5:00 p.m.	Sealed Proposals Due to Coalition.
August 3, 2023, through August 9, 2023	Proposals evaluated and rated by Review Committee;
August 11, 2023 (No later than)	Notice of intent to award.
August 14, 2023	Anticipated date of contract finalization and execution

2.4 PROPOSERS' INQUIRIES/QUESTIONS. There will be **NO** Proposers' conference. Proposers may submit written inquiries to the Coalition for the purpose of obtaining clarification or responses to questions concerning any matter relating to this RFP on or before 5:00 p.m. (EST) on the date set forth in the Proposed Schedule in Section 2.3 above. All questions and requests for clarification regarding this RFP must be forwarded, via e-mail, to the contact above and will be posted on the Coalition website, www.elcpalmbeach.org/vendors, prior to the date Sealed Proposals are due to the Coalition as set forth in the Proposed Schedule.

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

2.6 COMPLIANCE WITH LAWS/RULES/REGULATIONS. The Successful Proposer shall for itself, and it shall cause each of its employees, agents, representatives, contractors and subcontractors to continuously comply with any and all federal, state, and local laws, rules, regulations, codes, ordinances, statutes and orders of any public authority bearing on the performance of the awarded Contract by Proposer.

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

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

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

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

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

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

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

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

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

2.13 NOTICE OF CONTRACT AWARD. The Coalition anticipates awarding the order to a vendor or vendors that are a

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

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

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

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

SECTION 3: EVALUATION CRITERIA AND RATING.

3.1 EVALUATION CRITERIA AND RFP SCORING METHODOLOGY.

The Committee, comprised of Coalition staff, and possibly outside consultants will evaluate the proposals in accordance with the criteria listed below. The Committee may request follow-up information from any or all respondents to clarify proposed plans and details as part of the review and evaluation process. The Committee also may ask additional questions to clarify the proposal submitted. Proposals must meet a minimum score of 70 points to be considered eligible for an award and contract. The committee will award points based on the thoroughness of your responses for each criteria and/or component below. Not specifically responding or addressing criteria components will reduce your score.

The Coalition shall make the final decision for eligible respondents. The Coalition will contract with vendors whose proposals are most advantageous to the Coalition taking into consideration price, quality and other criteria. When the Coalition has selected the successful respondent (s), contract negotiations will begin. If an agreement cannot be reached with the successful respondent, negotiations with that vendor will be formally terminated. The Coalition may choose to modify the choice of a selected respondent if the Coalition determines that such a change is in its best interest.

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

The selection Committee will evaluate the responses in two phases:

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

Evaluation Criteria

Description of Criteria	Points
A. Sufficiency of Products and Services Proposed	0-20
B. Add-On Services	0-15
C. Vendor experience and references	0-10
D. Customer Service, Warranty and Return Policies	0-20
E. Timeliness of Delivery	0-20
F. Price	0-15
Maximum Points	100

SECTION 4 - INSTRUCTIONS FOR PREPARING AND SUBMITTING A PROPOSAL

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

Title Page –

Early Learning Coalition of Palm Beach County, Inc.
Request for Proposal
Early Care and Education Classroom Resource Materials and Supplies
23-200
Respondents Name

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Section 1 – Letter of Certification (Exhibit 1)

This section is a letter of certification on company letterhead to be signed by the vendor. This letter should state that the vendor can provide the service the Coalition requires, that specific attachments have been included, that any required additional documentation will be forwarded within three days if selected, and that it is understood that all information included in the proposal shall become public record.

Section 2 –VENDOR APPLICATION (Exhibit 2)

The proposer shall complete/fill-in the Application Template EXACTLY presented. Additional materials may be referenced a part of your response and attached, if necessary

Section 3 – Proposed Goods and Services (Per Statement)

1. Comprehensive itemized price list of goods per Section 5.1 Statement of Work and Attachment A
2. Detailed Summary of Value-Added Products and/or Services
3. Vendor Experience and References
4. Customer Service, Warranty and Return Policies
5. Delivery
6. Price (s) – Must be clearly identified for all goods and services proposed. Any items without separate cost should be identified as such.

Section 4 – Certification Affidavit (Exhibit 3)

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

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

4.3 SUBMISSION. The Proposal submission shall contain one hard-copy (1) original, (4) copies and (1) electronic copy of the Proposal in PDF format on a single USB storage device. The original and copies must be clearly marked as "original" or "copy". All signatures, on the original, must be in blue ink. The signature must be of the designated agent officially authorized to act as the contractual agent for the organization. The original, all copies and the electronic copy must be sent to the RFP point of contact per section 2.1 and be in a SEALED envelope(s) clearly labeled:

**Early Learning Coalition of Palm Beach County
Request for Proposal
Early Care and Education Classroom Resource Materials and Supplies
No. 23-200**

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

SECTION 5: SCOPE OF SERVICES

5.1 STATEMENT OF WORK

The Coalition desires to receive proposals for the acquisition of educational and classroom resource materials, furniture and equipment, and consumable supplies as follows:

Products/Services:

- Please submit a comprehensive price list of products and/or services that will address the specific goals of each of the categories listed in Attachment A. Responders may submit quotes for all the categories or a portion of the categories. All proposals must clearly designate the category(ies) for which the products and/or trainings applies. Each list must be itemized and include, but not be limited to, a product name, product/item number, retail price, percentage discount and discounted price, and if applicable.
- Must include General Certificate of Conformity (GCC) and/or Children Product Safety Guidelines for all products submitted in this proposal.

Add-On Services

- A detailed summary of value added products and/or services including but not limited to, customer service, shipping costs/discounts, ability to drop ship materials, in-side delivery, rush order delivery discounts, provider conference and training support, special events support (such as community events, provider appreciation events, etc.), assembly and installation and removal of packaging and any other value added enhancements available.

Vendor Experience and References:

- Description for previous experience providing quality resources, materials and/or services to Early Learning Coalitions as well as Head Start and/or Early Head Start programs or early learning educational programs.
- Provide three customer references that compare with the size and cost of this proposal.

Customer Service

- Provide details regarding describe your warranty, return and recall policies.

- Provide information regarding the durability, longevity and quality of products/materials listed in RFP. Information must include details specifying longevity of products by citing previous and/or data from the manufacturer.
- Provide a plan to properly safeguard packing slips, drop-ship, proof of delivery, backordering, returns, exchanges, recalled items and accurate invoicing as required for every shipment.
- Specific details regarding the lead time from ordering to delivery MUST be provided by category.
- Provide a plan that an awarded Contractor will dedicate adequate planning time to properly assess overall Coalition needs. Planning needs will include individual and multiple-provider site tours and space planning. Provider locations vary throughout all areas of Palm Beach County.
- Provide any details regarding other items such as concierge service, in-kind donations of materials and/or supports.
- Provide any details regarding electronic catalog access and/or ordering capability, including any customization of grouping items for future and/or multiple/recurring ordering.

Prices

- A proposed fee schedule, including any incidental or hourly fee services within scope of normal services.
- Delivery – provide details regarding delivery fees, for items may be delivered to a number of destinations in Palm Beach County. Clearly identify shipping thresholds and/or discounted/free shipping fees charged to the Coalition or the delivery destination.

(The remainder of this page left intentionally blank)

Attachment A

Please submit a comprehensive price list of products and/or services that will address the specific needs of each of the categories listed below. Responders may submit quotes for all the categories or a portion of the categories. All proposals must clearly designate the category(ies) for which the products and/or trainings apply. Each list must be itemized and include, but not be limited to, a product name, product/item number, retail price, discounted price or percentage discount. The list provided **at a minimum** should include the items below:

Furniture and Equipment
Cribs and Evacuation Cribs
Changing Tables (Infant/Toddler)
Stacking Cots (Toddler/Preschool)
Infant/Toddler Transition Tables
Infant/Toddler Transition Chair w/ and w/o trays
Chairs (Adult and Child) Glider Rocker Chairs
Carpet / Rugs
Storage Units and Shelves
Dramatic Play Furniture (i.e. Stove, Refrigerator)
Book Stands
Art Easels
Manipulatives
Building Blocks (i.e. soft, hard, wood, plastic)
Sensory Play Materials
Dramatic Play Materials (i.e. dishes, food, register, costumes, baby dolls, phone)
Animals (i.e. farm, wild)
Play Figures (i.e. community, multicultural, families, differing abilities)
Science Materials (Toddler/Preschool)
Vehicles
Puzzles (varying ages)
Books
Multicultural Book Set
Five Senses Book Set
Inclusive books and/or differing abilities
Me & My Family Book Set
Healthy Habits Book Set
Dealing with Feelings Book Set
Sign Language Book Set
Bilingual Book Set
Transportation Book Set
Math and Science Book Sets

Outside and Active Play
Playhouse
Sand box
Tricycles
Rocking Horses
Push and Riding Cars
Activity Ball Sets
Mini Basketball
Outdoor Seating
Outdoor Seating Mats/Rugs
Play Stand
Art and Music
Paint Brushes
Paint Pots
Vinyl Aprons
Scissors
Musical Instruments (i.e. piano, xylophone, maracas and other sets)
Health and Safety
Toothbrush Holder with Toothbrushes
Forehead Thermometers
Nebulizers
Child Size Face Masks
Medication Storage Boxes
First Aid Kits
Safety Mirrors
Other
Children of the World Poster Pack
Infant/Toddler Poster Pack
Animals and Nature Poster Pack
Cubicle/Cubbie Tubs
Bin Set
Crib and Cot Sheets

5.2 ORDERING, INVOICING, AND OTHER ADMINISTRATIVE MATTERS

Coalition staff will initiate any order or orders with an approved Coalition purchase order. The vendor will submit invoices, with Purchase Order Number referenced, to the Coalition via email, to accountspayable@elcpalmbeach.org once goods are received and accepted or services delivered. Multiple invoices may be sent, if goods are received in multiple deliveries. No advance payment will be made for any goods. The vendor will not be eligible for payment for goods not successfully accepted.

Price Quotes – Price quotes must be guaranteed for the first year. The vendor may submit an annual price adjustment by April 30, with rates to be effective July 1 to June 30. If no price adjustment is submitted or by April 30 then the most current prices will apply for the renewed year. The Coalition may terminate a contract if price increases exceed 10% from the previous year. Any discounted percentages or offers are not subject to change and/or adjustment.

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EXHIBIT 1
(Place on Organization Letterhead)

Letter of Certification

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

Dear Mr. Eldridge:

We have read the Early Learning Coalition of Palm Beach County's Request for Proposal No. 23-200 and fully understand its intent. We certify the following:

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

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

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

Submitted by:

(AUTHORIZED SIGNATURE)

(DATE)

(TYPED NAME AND TITLE)

(E-MAIL)

(TITLE)

(TELEPHONE)

Exhibit 2

APPLICATION

A. VENDOR REGISTRATION FORM

Business Name:

Contact Person:

Title:

Phone Number:

Fax Number:

Email:

Mailing Address:

City:

State:

Zip:

Entity Type:

Federal ID #

DUNS (if applicable)

Invoice Billing Terms:

Date Established:

State or Country of Incorporation:

Minority Owned Business Enterprise:

Are you a minority owned business enterprise:

Yes *

No

If yes, select one:

Male

Female

*Please provide verification or information documentation

CERTIFICATION

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

Signature:

Date:

Printed Name:

Title:

EXHIBIT 3

CERTIFICATION AFFIDAVIT

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

1. APPLICATION ACCURACY

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

2. PROHIBITION ON LOBBYING

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

No funds granted by the Coalition shall be used by a provider agency to hire a lobbyist or to supplant any funds which would allow for the funding of a lobbyist.

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

3. CONFLICT OF INTEREST

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

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

4. POLICY ENTITY CRIME AFFIDAVIT

- a. I understand that a "public entity crime" as defined in Paragraph 287.1 33(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any entity, agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- b. I understand that "convicted" or "conviction" as defined in Paragraph 287.1 33(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment after July 1989, or as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- c. I understand that an "affiliate" as defined in Section 287.133, Florida Statutes means:
 - A predecessor or successor of a person convicted of a public entity crime; or
 - An entity under control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate.
 - The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

e. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged and convicted of a public entity crime within the last 36 months.

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

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

I UNDERSTAND THAT THE SUBMISSION SECTION 5 OF THIS FORM TO THE CONTRACTING OFFICER FOR THE ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

5. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

6. NON-DISCRIMINATION STATEMENT

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

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

- (1) Federal financial assistance – For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), or on the basis of race,

color, or national origin under title VI of the Civil Rights Act of 1964 (42 U.S.C.2000d et seq.), programs and activities funded or other financially assisted in whole or in part under this Act are considered to be programs and activities receiving Federal financial assistance.

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

7. 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. The undersigned attests and certifies that the Vendor 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.

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.

ORGANIZATION'S NAME AND ADDRESS:

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

Print Authorized Official's Name

Authorized Official's Title

Authorized Official's Signature

Date

Federal Employer Identification Number

FOR NOTARY PUBLIC (OFFICIAL USE ONLY)

STATE OF _____ COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

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

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

NOTARY PUBLIC

MY COMMISSION EXPIRES:

Exhibit 4
Early Learning Coalition of Palm Beach County (ELCPBC)
Contract Terms and Conditions

This is an Agreement, made and entered into by and between the EARLY LEARNING COALITION OF PALM BEACH COUNTY, INC., a Florida 501(c)(3) corporation, hereinafter referred to as "ELCPBC," and XXXX., hereinafter referred to as "CONTRACTOR." (ELCPBC and CONTRACTOR sometimes collectively referred to herein as "Parties" and individually as a "Party").

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

ARTICLE 1 - SCOPE OF SERVICES

1.1 CONTRACTOR shall provide goods or perform services identified in this Agreement and **Attachment 1, Statement of Work and Rates**. The parties agree that the Scope of Services is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable. The maximum amount not to exceed under this contract is \$X.

1.2 Monitoring

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

1.3 Safeguarding Information

1. The CONTRACTOR shall not use or disclose any information concerning a recipient of services from ELCPBC for any purpose not in conformity with state regulations and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

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

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

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

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

1.3.5 In accordance with Head Start Program Performance Standards 1303 Subpart C—Protections for the Privacy of Child Records 1303.20, 1303.21, 1303.22, 1303.23, **1303.24 Maintaining records:**

(a) A program must maintain [child records](#) in a manner that ensures only parents, and officials within the program or acting on behalf of the program have access, and such records must be destroyed within a reasonable timeframe after such records are no longer needed or required to be maintained.

(b) A program must maintain, with the child records, for as long as the records are maintained, information on all individuals, agencies, or organizations to whom a [disclosure of PII](#) from the child records was made (except for program officials and parents) and why the disclosure was made. If a program uses a web-based data system to maintain child records, the program must ensure such child records are adequately protected and maintained according to current industry security standards.

(c) If a parent places a statement in the child record, the program must maintain the statement with the contested part of the child record for as long as the program maintains the record and, disclose the statement whenever it discloses the portion of the child record to which the statement relates.

ARTICLE 2 - TERM AND TIME OF PERFORMANCE

The term of this Agreement shall begin on **XXXX** and shall end on **XXXX**. This Agreement may be renewed for XXX year, up to a maximum of XX years, based on satisfactory performance and completion of all tasks. If ELCPCB wishes to exercise the renewal option, ELCPCB will provide written notification to the Contractor at least 30 days prior to the end of this agreement. ELCPCB will issue a new agreement or extend the term of this Agreement to continue services. This Agreement shall be subject to the availability of funds from ELCPCB.

ARTICLE 3 - COMPENSATION

3.1 Method of Compensation

ELCPBC agrees to pay CONTRACTOR, for goods delivered or performance of services based on the unit rates set forth in Attachment 1. The Scope of Services in Attachment 1 may be expanded to include other services by prior written mutual agreement.

The CONTRACTOR may submit an annual price adjustment by April 30, with rates to be effective July 1 to June 30. If no price adjustment is submitted or by April 30 then the most current prices will apply for the renewed year. The Coalition may terminate a contract if price increases exceed 10% from the previous year. Any discounted percentages or offers are not subject to change and/or adjustment

3.2 Method of Billing and Payment

CONTRACTOR shall submit invoices for payment of goods after delivery and invoices for services shall be submitted within 30 days after the services are performed.

3.2.1 The CONTRACTOR agrees to submit invoices, for work completed in accordance with Attachment 1, but only after services for which the invoice is submitted have been completed. The invoice shall contain a line item detail of goods delivered and unit detail and dates of the services performed by the CONTRACTOR. Invoices shall be submitted within 30 days following the delivery of goods or performance of services. Invoices shall be submitted electronically at accountspayable@elcpalmbeach.org.

3.2.2 Service invoices shall contain sufficient details of the services, including the dates, times, location, and description of the services.

3.2.3 ELC shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

3.3 Reimbursable Costs

There shall be no reimbursables. All rates shall be per Attachment 1, Statement of Work and Rates.

3.4 Payment shall be made to the CONTRACTOR at:

Name:

Address:

3.5 Return of Overpayments or Disallowed Funds

CONTRACTOR shall return to ELCPCB any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to the CONTRACTOR by ELCPCB. In the event that the CONTRACTOR or its independent auditor discovers an overpayment has been made, the CONTRACTOR shall repay the overpayment within forty (40) calendar days without prior notification from ELCPCB. In the event that ELCPCB first discovers an overpayment has been made, ELCPCB will notify the CONTRACTOR by letter of such a finding and CONTRACTOR

will repay such overpayment amount owing to ELCPBC within forty (40) calendar days following CONTRACTOR's receipt of Agency's written notice. Should payment not be made in a timely manner, the CONTRACTOR shall pay ELCPBC interest on the amount overpaid, at the rate of one (1) percent per month from the fortieth day until such amount is repaid in full.

3.6 Financial Penalties

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

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

In the event of nonpayment, ELCPBC may deduct the amount of the penalty from invoices submitted by the CONTRACTOR.

ARTICLE 4 - CHANGES IN SCOPE OF SERVICES

Any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with **Section 7.25, Amendments**.

ARTICLE 5 - INDEMNIFICATION

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

ARTICLE 6 – TERMINATION

This Agreement may be terminated for convenience by either party, without cause, upon no less than (30) days' written notice provided in accordance with the terms of this Agreement. In the event this Agreement is terminated prior to the expiration date, CONTRACTOR shall be entitled to be paid for any services performed to the date the Agreement is terminated; however, upon notification of termination of the Agreement, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement.

ARTICLE 7 - MISCELLANEOUS

7.1 Ownership of Documents

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

7.2 Audit Right and Retention of Record

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

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

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

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

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

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

7.3 Staffing Requirements

Contractor agrees to employ staff, at its expense, to execute services provided in accordance with this Contract. Such individuals shall not be considered employees of ELCPBC and are subject to the supervision, personnel practices and policies of the Contractor. Contractor shall ensure that staff assigned to perform any services related to the Contract, at minimum, meet the qualifications to perform services as required by this Contract. The Contractor agrees to ensure compliance with the applicable employee screening requirements in Section 435.04, F.S. Contractor shall ensure appropriate staff are trained and knowledgeable in ELCPBC's policies and procedures applicable to and referenced in this Agreement.

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

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

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

7.3.3 Contractor agrees that for each employee it assigns to a contract with the ELCPBC the Contractor shall notify ELCPBC within 10 days of the Contractor learning that its employee has been arrested for any criminal offense. The Contractor will review the alleged offense, determine if the offense is one that would exclude the employee under a level 2 screening, and if so remove the employee from work on the contract. The employee may not return to work on the Contract until cleared of all charges.

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

7.4 Applicable Law

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

7.5 Nondiscrimination, Equal employment Opportunity, And Americans with Disabilities Act

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

7.6 Public Entity Crime Act

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

7.7 Materiality and Waiver of Breach

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

7.8 Notices

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

FOR ELCPBC:

FOR CONTRACTOR:

7.9 Prior Agreements

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

7.10 Conflict of Interest

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

7.11 Independent Contractor

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

7.12 Third Party Beneficiaries

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

7.13 Assignment and Performance

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

7.14 Contingency Fee

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

7.15 Compliance with Laws

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations as per Attachment 2 in performing its duties, responsibilities, and obligations pursuant to this Agreement, to include but not be limited to those applicable to conflict of interest, nepotism, and criminal/and/or fraudulent activities.

7.16 Data Security Agreement

If applicable, the CONTRACTOR shall ensure that each employee, contracted individual or other individual with access to ELCPBC's data systems shall complete and sign the Office of Early Learning's Memorandum of Understanding and Data Security Agreement. The CONTRACTOR shall maintain the completed and signed form.

7.17 Encryption Standards for Portable Media

The CONTRACTOR, including its employees, subcontractor, agents, or any other individuals to whom the CONTRACTOR exposes confidential information obtained under this Agreement, shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information without encryption software installed on the device meeting the standards prescribed in the National Institute of Standards and Technology Special Publication 800-11. Failure to strictly comply with this provision shall constitute a breach of this agreement's terms.

7.18 Mandatory Reporting of Fraud and Criminal Activity

In accordance with 2 CFR section 200.113, Mandatory Disclosures, CONTRACTOR must comply with and inform its employees of mandatory reporting requirements. Each employee providing services in connection with this Agreement shall disclose to ELCPBC in a timely manner and in writing all violations involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in any of the remedies described in 2 CFR section 200.338, Remedies for noncompliance including suspension or debarment.

7.19 Emergency Preparedness - N/A

7.20 Insurance and Risk Mitigation – N/A

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

7.21 Severance

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

7.22 Force Majeure and Notice of Delay from Force Majeure

Neither party shall be liable to the other for any delay or failure to perform under the Agreement if such delay or failure is neither the fault nor negligence of the party, its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar causes wholly beyond the party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source is available. However, in the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the CONTRACTOR's performance obligations under the Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either party. In the case of any delay the CONTRACTOR believes is excusable under this paragraph, the CONTRACTOR will notify ELCPBC in writing of the delay or potential delay and describe the cause of the delay within ten (10) calendar days after the cause that creates or will create the delay.

7.22.1 The foregoing shall constitute the CONTRACTOR's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. ELCPBC, in its sole discretion, will determine if this delay is excusable under this paragraph and will notify the CONTRACTOR of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against ELCPBC. The CONTRACTOR shall not be entitled to an increase in the Agreement price or payment of any kind from ELCPBC for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

7.22.2 If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the CONTRACTOR shall perform at no increased cost, unless ELCPBC determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to ELCPBC or the State, in which case ELCPBC may do any or all of the following: (1) Accept allocated performance or deliveries from the CONTRACTOR, provided that the CONTRACTOR grants preferential treatment to ELCPBC with respect to products and services subjected to allocation; (2) purchase from other sources (without recourse to and by the CONTRACTOR for the related costs and expenses) to replace all or part of the products and services that are the subject of the delay, which purposes may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

7.23 Joint Preparation

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

7.24 Priority of Provisions

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

7.25 Amendments

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

7.26 Incorporation by Reference

Attachments 1 through 4 are incorporated into and made a part of this Agreement.

7.27 All Terms and Conditions Included

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

7.28 Multiple Originals

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

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

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

CONTRACTOR:

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

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

ATTACHMENT 1

STATEMENT OF WORK and RATES

ATTACHMENT 2

CERTIFICATIONS AND ASSURANCES

By signing the agreement, the CONTRACTOR agrees to the following certifications and assurances as applicable.

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I Condition of Award

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

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

II Assurances – Non-Construction Programs

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

- A. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay for the non-federal share of project costs, as applicable) to ensure proper planning, management and completion of described services.
- B. Will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida DOE, the Florida DFS and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
- C. Will establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- D. Will initiate and complete the work within the applicable time frame after receiving the awarding agency's approval.
- E. Will comply with the Intergovernmental Personnel Act of 1970 (42 USC 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR part 900 subpart F).
- F. Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to:
 - i. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
 - ii. Title IX of the Education Amendments of 1972, as amended (20 USC 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex;
 - iii. s. 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), which prohibits discrimination on the basis of handicaps;
 - iv. the Age Discrimination Act of 1975, as amended (42 USC 6101-6107), which prohibits discrimination on the basis of age;
 - v. the Drug Abuse Office and Treatment Act of 1972, as amended, (P.L. 92-255) relating to nondiscrimination on the basis of drug abuse;
 - vi. the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (P.L. 91-616), relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - vii. ss. 523 and 527 of the Public Health Service Act of 1912, as amended (42 USC 290 dd.3 and 290 ee-3), relating to confidentiality of alcohol and drug abuse patient records;
 - viii. Title VIII of the Civil Rights Act of 1968, as amended, (42 USC 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
 - ix. any other nondiscrimination provisions in the specific statute(s) under which the CONTRACTOR is making application for federal assistance;
 - x. any other non- discrimination statute requirements that may apply to the application.
- G. Will comply with, or has already complied with, the titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), requirements, which provide for treating fairly and equitably persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- H. Will comply, as applicable, with the provisions of the Hatch Act (5 USC 1501-1508 and 7328), which limit the political activities of employees for whom federal funds, in whole or in part, pay for their principal employment activities.
- I. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 USC 276a-276a7), the Copeland Act (40 USC 276c and 18 USC 874) and the contract Work Hours and Safety Standards Act (40 USC 327-333) regarding labor standards for federally assisted construction sub-agreements. For projects involving construction:
 - i. The project is not inconsistent with the Florida DOE's overall plans for the construction of school facilities.
 - ii. In developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary of Education under section 794 of Title 28 in order to ensure that facilities constructed with the use of federal funds are accessible to and usable by individuals with disabilities.

- iii. When federal program legislation requires, all construction contracts the recipients and sub-recipients award in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor regulations (29 CFR part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).
- J. Will comply, if applicable, with flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- K. Will comply with environmental standards that may be prescribed pursuant to:
 - i. institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and executive order (E.O.) 11514;
 - ii. notifying violating facilities pursuant to E.O. 11738;
 - iii. protecting wetlands pursuant to E.O. 11990;
 - iv. evaluation of flood hazards in flood plains in accordance with E.O. 11988;
 - v. assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 USC 1451, et seq.);
 - vi. conformity of federal actions to state (clear air) implementation plans under section 176(c) of the Clean Air Act of 1955, as amended (42 USC 7401, et seq.);
 - vii. protecting underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523);
 - viii. protecting endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- L. Will comply with the Wild and Scenic Rivers Act of 1968 (16 USC 1271, et seq.) related to protecting the national wild and scenic rivers system's components or potential components.
- M. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470); E.O. 11593 (identification and protection of historic properties); and the Archeological and Historic Preservation Act of 1974 (16 USC 469a-1, et seq.).
- N. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 USC 4801, et seq.), which prohibits using lead-based paint in construction or residence structure rehabilitation.
- O. Will cause the required financial and compliance audits to be performed in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations, and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.
- P. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.

III Certification Regarding Debarment

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

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

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

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency. The Federal Excluded Parties list is currently located at <https://www.epls.gov/> and also available on the Florida Department of Management Services website. The United States Department of Agriculture Food Program's National Disqualification List is available through the Florida Department of Health.
- B. Have not, within a three-year period preceding the agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense connected to obtaining, attempting to obtain or performing a public (federal, state or local)

transaction or contract under a public transaction; violating federal or state antitrust statutes; or embezzlement, theft, forgery, bribery, records falsification or destruction, making false statements or receiving stolen property.

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

Where the CONTRACTOR is unable to certify to any of the statements in this certification, CONTRACTOR shall attach an explanation to this agreement.

IV Certification Regarding Lobbying

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

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

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- B. If the CONTRACTOR has or will pay any funds other than federal appropriated funds to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employees of Congress, or employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form – LLL, Disclosure Form to Report Lobbying, according to its instructions.
- C. The CONTRACTOR shall require that the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) include this certification's language and that all sub-recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which the parties placed reliance when they made or entered into this transaction. 31 USC 1352 requires submission of this certification as a prerequisite for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

V Certification Regarding Drug-Free Workplace Requirements

The CONTRACTOR will maintain a drug-free workplace and will comply with the requirements of the Drug- Free Workplace Act of 1988. Pursuant to the Drug-Free Workplace Act of 1988: 45 CFR Part 76 subpart F, ss. 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:

- A. Publishing a statement notifying employees that the CONTRACTOR prohibits unlawful manufacturing, distributing, dispensing, possessing or using a controlled substance in the workplace and specifying the actions that the CONTRACTOR will take against employees for violating such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - i. The dangers of drug abuse in the workplace.
 - ii. The policy of maintaining a drug-free workplace.
 - iii. Any available drug counseling, rehabilitation and employee assistance programs.
 - iv. The penalties that the CONTRACTOR may impose upon employees for drug abuse violations occurring in the workplace.
 - v. Making it a requirement that the CONTRACTOR gives to each employee involved in executing the agreement a copy of the statement paragraph A. requires.

- vi. Notifying the employee in the statement paragraph A. requires that, as an employment condition under the agreement, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer, in writing, of his or her conviction for violating a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - c. Notifying the Coalition in writing within 10 calendar days of receiving notice from an employee of the employee's conviction of a violation of a criminal drug statute in the workplace or otherwise receiving actual notice of such conviction.
 - d. Employers of convicted employees must provide notice, including position title to:

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

(Notice shall include the identification number[s] of each affected grant).

- vii. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph iv, 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 that a federal, state or local, health, law enforcement or other appropriate agency approved for such purposes.
 - c. Making a good faith effort to continue maintaining a drug-free workplace through implementing this entire certification.

- C. The Coalition will assign the sites for the performance of work done in connection with the specific agreement, including street address, city, county, state and zip code.

VI Certification Regarding Convicted Vendor List and Discriminatory Vendor List

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

VII Appropriations Act of 1995

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

The United States Health and Human Services Administration for Children and Families Child Care and Development Fund Terms and Conditions require the CONTRACTOR to comply with s. 507, P.L. 103-333. To the extent practicable, all equipment and products purchased with funds made available in this act should be American made.

VIII Trafficking Victims Protection Act of 2000

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

- A. The United States Health and Human Services Administration for Children and Families Child Care and Development Fund Terms and Conditions require the CONTRACTOR to comply with s. 106(g) of the Trafficking Victims Protection Act of 2000. In each agency award

(i.e., grant or cooperative agreement) under which a private entity receives funding, s. 106(g) of the Trafficking Victims Protection Act of 2000, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient;

- i. Engages in severe forms of trafficking in persons during the period of time that the award is in effect.
- ii. Procures a commercial sex act during the period of time that the award is in effect.
- iii. Uses forced labor in the performance of the award or sub-awards under the award.

IX Certification Regarding Environmental Tobacco Smoke

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

X Certification Regarding Immigration Status

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

XI Certification Regarding Standards of Conduct

The CONTRACTOR certifies that it shall comply with the provisions of the Health and Human Services Grants Policy Statement and 45 CFR part 92.36(b)(3) regarding standards of conduct. It will establish safeguards to prohibit employees and board members from using their positions for any purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

XII Certification Prohibiting Distribution of Funds

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

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

XIII The Transparency Act

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

HHS now requires this program award to adhere to the Transparency Act's Sub-award and Executive Compensation reporting requirements (as 2 CFR Part 170 defines). Under the Transparency Act, the CONTRACTOR must report all sub-awards (as 2 CFR Part 170 defines) more than \$25,000, unless exempted. Please see the newly applicable Award Term for Federal Financial Accountability and Transparency Act at the USDHHS ACF website.

XIV Equal Employment Opportunity

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

XV Clean Air Act

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

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

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

XVI Energy Efficiency

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

XVII Scrutinized Companies Lists Provisions and Certification

If this agreement is for goods or services of \$1 million or more and entered into or renewed on or after July 1, 2011, then ELC may terminate this contract at its sole option if ELC finds the CONTRACTOR submitted a false certification as s. 287.135(5), F.S., defines, or is on the Scrutinized Companies with Activity in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Both lists are provisions of s. 215.473, F.S.

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

XVIII Davis-Bacon Act

When federal program legislation requires, all construction contracts of more than \$2,000 the recipients and sub-recipients award shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). Under this Act, CONTRACTORS shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTORS shall be required to pay wages not less than once a week. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6 and 7.

XIX Contract Work Hours and Safety Standards Act

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$100,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*. This provision applies to agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities.

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

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

XX Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$2,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
2. This provision applies to agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities.
3. The Contractor, its subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall report all suspected or reported violations to the Coalition.

XXI Procurement of Recovered Materials

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

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

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

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

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

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

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

2.3. Are only available at an unreasonable price.

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

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

3.2. During the preceding Federal fiscal year, the ELC: (i) purchased any amount of

the items for use under a contract that was funded with federal appropriations and was with a federal agency or a state agency or agency of a political subdivision of a state; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

XXII Purchase of American-made Equipment and Products

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