

# Early Learning Coalition of Broward County, Inc.



## **INVITATION TO NEGOTIATE** for the delivery of Early Care and Education Services for Children in Broward County for Fiscal Year 2013/2014

Early Learning Coalition of Broward County, Inc.



**Official Document**  
Released 01/28/13

# Table of Contents

Section 1: Introduction		
1.1 Statement of Need and Purpose .....	3	
1.2 Invitation to Negotiate.....	9	
1.3 Definitions .....	9	
Section 2: ITN Process		
2.1 Contact Person .....	18	
2.2 Limitations on Contacting Early Learning Coalition, Inc. Personnel Evaluation, Committee and Board Members .....	18	
2.3 Service Provider Disqualification.....	19	
2.4 Anticipated Schedule of Events and Deadlines.....	20	
2.5 Notice of Intent to Submit a Competitive Sealed Reply .....	20	
2.6 Inquiries .....	21	
2.7 Public Records.....	21	
2.8 Submission of Competitive Sealed Replies.....	22	
2.9 Notice of Service Providers' Rankings.....	22	
2.10 Sureties - Competitive Sealed Reply Guarantee.....	23	
2.11 Sureties - Performance Bond .....	23	
2.12 Protests .....	24	
2.13 Procedure for Conducting Evaluations and Negotiations .....	25	
Section 3: Programmatic Authority for Early Care and Education Services.....		26
Section 4: Minimum Programmatic Requirements for Core Service Area Components		
4.0 General Statement.....	27	
4.1 Core Component Area ELC 3 .....	28	
4.2 Core Component Area ELC 4 .....	31	
4.3 Core Component Area ELC 6 .....	35	
Section 5: Financial Specifications and Requirements		
5.1 Financial Viability .....	40	
5.2 Financial Audit/Monitoring Requirements of Contractors.....	43	
5.3 Funding Sources.....	43	
5.4 Cost Allocation, Allowable Costs and Disallowances .....	44	
5.5 Nonexpendable Property.....	44	
5.6 Invoicing and Payment of Invoices .....	44	
5.7 Cost Applications .....	45	
Section 6: Standard Contractual Requirements		
6.1 Core Contract .....	45	
6.2 Bonding .....	45	
6.3 Subcontractors.....	46	
6.4 Equipment .....	46	
6.5 Reports .....	46	
6.6 Records and Documentation .....	47	

6.7 Monitoring and Performance Evaluation Methodology .....	48
6.8 Contractor Unique Activities .....	49
6.9 Coordination with Other Entities .....	49
6.10 Coalition Obligations .....	50
6.11 Coalition Determinations .....	50
Section 7: Instructions for Submitting a Competitive Sealed Reply.....	51
7.1 Coalition Invitation to Negotiate Acknowledgement .....	51
7.2 Title Page and Fatal Criteria Checklist.....	52
7.3 Introduction to Response Narrative .....	52
7.3.1 Organizational Context .....	52
7.3.2 Service Provider Approach to Core Component Area .....	54
7.3.3 Management Information System.....	54
7.4 Proposed Budget and Staffing Pattern .....	55
7.5 Required Service Providers' Statements or Certification .....	55
7.6 Cost of Preparation of Competitive Sealed Reply .....	56
7.7 Number of Copies Required.....	56
7.8 How to Submit a Competitive Sealed Reply .....	56
Section 8: Competitive Sealed Reply Evaluation Criteria and Rating Sheet	
8.1 Evaluation Criteria and ITN Scoring Methodology.....	58
Appendix A - Funding Amounts .....	59
Appendix B - Contract Amounts.....	60
Appendix C - Service Data .....	61
Appendix D - Sample Core Contract.....	62
Appendix E - Instructions, Uniform Budget Application .....	82
Appendix F - Statement of No Involvement.....	105
Appendix G - Acceptance of Contract Terms and Conditions .....	106
Appendix H - Statement of Assurances .....	107
Appendix I - Information Systems Requirements .....	108
Appendix J - Information Systems Standards .....	109
Appendix K - Invitation to Negotiate and Addenda Acknowledgement .....	110
Appendix L - Title Page and Fatal Criteria Checklist.....	111
Appendix M - Certification Regarding Debarment.....	112
Appendix N - Sworn Statement.....	113
Appendix O - Prioritization Order of Enrollment for School Readiness.....	115
Appendix P - Evaluation Method Tools .....	116

# INVITATION TO NEGOTIATE

## SECTION 1: INTRODUCTION

### 1.1 STATEMENT OF NEED AND PURPOSE

Legislation enacted by the Florida Legislature (Section 411.01 and Chapter 1002, Florida Statutes) provides a unified approach to coordinating and enhancing Early Care and Education programs intended to ensure children's readiness for school. The responsibility for adopting and maintaining coordinated programmatic, administrative, and fiscal policies and standards for all School Readiness and Voluntary Prekindergarten programs falls under the auspices of Florida's Office of Early Learning (FOEL) and, in turn, local Early Learning Coalitions.

The Early Learning Coalition of Broward County, Inc. (Coalition) (formerly the Broward County School Readiness Coalition, Inc.) is a not-for-profit agency governed by a Board of 25 individuals representing business, community and early childhood leaders, as delineated in the Local Coalition Plan and approved by Florida's Office of Early Learning. The mission of the Coalition is: to provide the resources, advocacy, leadership, coordination and oversight for early care and education from birth to school-age and to support access to school-age care to ensure children's success in school. The Coalition shall work to ensure that the school readiness programs serve the physical, social, emotional, educational, and developmental needs of these children.

It is the Coalition's vision that all children in Broward County will enter kindergarten socially, emotionally, physically, cognitively and behaviorally ready to learn and families will have comprehensive early care and education services readily available to them in order to be stable and strong. Through its approved plan, the Coalition also currently provides care in school-age programs, including but not limited to before-school, afterschool, non-school days, and summer care.

The Coalition's role is to plan, develop, coordinate, oversee and administer a comprehensive and integrated Early Care and Education System that proactively prepares Broward County's children to succeed in school and in life. This process is ongoing, and involves building and maintaining services, working in cooperation with other programs for young children, and coordinating and integrating program funding and services to achieve efficiency, accountability, and maximum effectiveness.

To achieve maximum effectiveness, early care and education programs must be developmentally appropriate, research-based, involve parents as their child's first teacher, serve as preventative measures for children at risk of future school failure, enhance the educational readiness of children, educate families, and demonstrate accountability for children's success.

To increase the quality of services delivered by direct service providers by being a central and accessible source of information, coordinating access to resources to support learning linked to positive child outcomes.

To ensure that quality Early Care and Education Services are provided through the Coalition funded School Readiness and Voluntary Prekindergarten programs by monitoring all participating direct service provider programs for the required elements in accordance with laws, statutes, rules, and policies governing Early Care and Education funds and providing timely action and feedback to community partners and the Coalition as to those monitoring results.

To provide coordination and leadership of local *Quality Counts* QRIS; to facilitate the distribution of State and National QRIS development information to local partners; to increase the quality of services offered locally by providing data on Quality Assurance results and an analysis of same to the Coalition and other Early Care and Education System partners.

Through this Invitation to Negotiate (ITN), the Coalition is seeking to procure a coordinated system of Early Care and Education services and supports that effectively prepares children for school, is efficient, customer-friendly, and integrated with related community services and supports.

This System of Early Care and Education Services will contain the Core Service Components described below; however, only Competitive Sealed Replies for services for ELC 3, ELC 4, and ELC 6 are requested for this ITN. Core Service Components for this procurement are described more fully in Section 4. The Core Service Components and their main goals are:

### **ELC 1: Resource and Referral and Family Education and Supports**

- A. To increase parents'/guardians' and community agencies'/groups' knowledge about the components of successful school readiness for children and the importance of parents'/guardians' role in achieving that, and the ways in which to access and use Resource and Referral services, by outreach and education to those groups.
- B. To increase parents'/guardians' ability to be well informed consumers in selecting settings for their children that are likely to enhance their children's learning, school readiness, and subsequent success in school and in life by serving as a central, clear, accurate, and accessible source of consumer information about early care and education and school-age care choices, availability, quality indicators, and direct service provider status.
- C. To increase parents'/guardians' knowledge about their potential eligibility for, and to provide smooth access to financial assistance for School Readiness services by serving as the single point of entry for the preliminary screening of

a family's potential eligibility for financial assistance for school readiness services and maintaining the Unified Waiting List for said services, and by keeping parents informed of their eligibility/application status as applicable.

- D. To increase parents'/guardians' knowledge about their potential eligibility for Voluntary Prekindergarten services and to provide active referral to eligibility services for said program.
- E. To increase parents'/guardians' ability to be successful in their role as their children's first teacher by providing relevant linkages to programming and/or by providing direct programming to enhance families' knowledge and stability, and by linking families and providers with, and/or providing additional needed family supports.
- F. To ensure and support a wide variety of parental choice in early care and education settings by tracking the availability of early care and education and school-age programs which meet the needs of the clients and working to maintain and recruit providers to fulfill unmet needs and encouraging their potential participation in School Readiness and the Voluntary Prekindergarten programs.

## **ELC 2: Eligibility Determination, Application Processing, Slot Management and Provider Payment**

- A. To provide smooth access for families to financial assistance for School Readiness services as the single point of entry for eligibility determination/redetermination and application processing of financial assistance for School Readiness services, in accordance with the State of Florida and Coalition requirements (see Appendix O for the Coalition's current enrollment priority list).
- B. To ensure that eligible families have access to the maximum amount of financial assistance for School Readiness services (slots) possible with available funding.
- C. To support the provision and availability of a wide variety of quality School Readiness services from which parents may choose when provided financial assistance for child care by recruiting legally operating School Readiness providers and forming and maintaining provider agreements which adhere to and support the mission of School Readiness and its quality parameters.
- D. To provide smooth access to Voluntary Prekindergarten services by serving as the single point of entry for verification of child eligibility for the Voluntary Prekindergarten Education program, in cooperation and coordination with local providers as applicable.
- E. To support the provision and availability of a wide variety of Voluntary Prekindergarten provider sites from which parents may choose when selecting a Voluntary Prekindergarten site by recruiting provider participation,

certifying providers as qualified to deliver the program, and facilitating provider agreements which adhere to and support the mission of Voluntary Prekindergarten and its quality parameters, and training providers on program rules.

- F. To support School Readiness and Voluntary Prekindergarten providers in their ability to maintain financial viability by making accurate, on-time payments for services provided to eligible families.

### **ELC 3: Child Screening System Coordination**

- A. Coordinate with child care providers and parents ensuring all initial and annual screenings are completed timely, accurately, and appropriately.
- B. Ensure all screenings requiring referral for additional screens, support, or further evaluation are referred in a timely manner, and parents receive the community services and supports required to maximize their child's development.
- C. Coordinate with the Coalition and support Coalition selected service providers to report on the progress of children, especially children with special needs and children receiving low or marginal screening scores.
- D. Coordinate with the Coalition and its selected service providers to ensure effective linkage between developmental screenings, implementation of IEPs and IFSPs, ongoing child assessment and instruction especially for children with special needs.
- E. Support community and services planning by providing aggregate data on developmental screening and child assessment and progress results and an analysis of the same for children with special needs, to the Early Learning Coalition of Broward County, Inc. and other Early Care and Education System partners.

### **ELC 4: Road to Child Outcomes**

- A. **Child Focus:** Within designated/approved early education facilities, provide oversight, referral, evaluation and longitudinal tracking/monitoring between developmental screening, classroom instruction, child developmental assessments, and kindergarten readiness.
- B. Ensure the continuous assessment of all School Readiness children birth to five (not yet in kindergarten), especially those requiring additional developmental support(s), using a nationally researched based, comprehensive early childhood, electronic child assessment, and the results used to inform instruction.

- C. Ensure all designated ECE programs are providing the appropriate assessments and are working with “Master Teacher Teams” (described later in this summary), to ensure children receive the education instruction and supports necessary to maximize their development. Children’s development will be measured by an approved nationally researched based, comprehensive early childhood, electronic child assessment system.
- D. **Family Focus:** Provide family engagement and support services consistent with the Center for Social Policy – Strengthening Families Approach that will provide additional tools, opportunities, and information to parents to help empower parents to advocate on behalf of their child(ren), as well as to be an active part of their child’s development as the child’s “first teacher” and partner with their child’s early education facility. (<http://www.cssp.org/reform/strengthening-families/the-basics/the-strengthening-families-approach>)
  - 1. The family engagement services must work with the families in conjunction with their child’s early education facility.
  - 2. The family engagement services must coincide with the educational curriculum and developmental experiences within the child’s classroom.
  - 3. The family engagement services must provide expanded positive life experiences for parents that they can share with their children.
- E. **Teacher and Learning Environment Focus:** Provide services to attain and support implementation of quality standards in early learning programs.
  - 1. Ensure approach includes “Master Teacher Teams” whose primary role will be to visit classrooms and coach teachers using reflective practice to improve instruction.
  - 2. Ensure Master Teacher Teams administer program evaluation instruments to measure practices in preschool classrooms (e.g., CLASS™, ERS®, TSG®); planning and presenting training opportunities to improve programmatic areas; follow-up support individualized to the level of teacher development; planning procedures for performance based assessments to ensure reliable collection of child outcome information through portfolio review meetings and professional development.

**ELC 5: Broward Early Educators-WAGES®**

- A. Reduce provider staff turnover (currently 30-40% nationally and 11% in Broward County)
- B. Increase provider/staff education in the early care and education profession in Broward County by providing additional salary stipends to Early Childhood Educators as an incentive to obtain higher education and remain in the early



education field.

- C. Measure and compare early education professionals' attitudes and aptitude using a pre-and post-assessment that will collect information from early education professional within and outside of the Broward Early Educators-WAGES<sup>®</sup> program.

### **ELC 6: Broward Scholarship Administration**

- A. Increase the level of professional development in the Broward Early Education field.
- B. Increase the outcomes of children enrolled in classes/programs led by participating professionals, as determined by the Coalition.
- C. Improve the quality and impact that Broward ECE providers have in the classroom by providing additional educational opportunities through education scholarships.

The Coalition seeks to contract for and purchase services for Core Service Component Areas: ELC 3, ELC 4, and ELC 6. Core Service Components ELC 1 and ELC 2 may be procured for FY 2014/15 and ELC 5 will be purchased from a single source entity, and will not be a part of the request for Competitive Sealed Replies as contained in this ITN document. Service Providers may submit Competitive Sealed Replies to one or more of the Core Service Components described in this ITN.

The Coalition will coordinate, monitor, and evaluate the functions contained in each Core Service Area Component as well as evaluate the overall effectiveness of the Early Care and Education Service System towards achieving its goal of school readiness.

Service Providers must demonstrate an understanding of and compliance with the laws, statutes, rules, and policies governing Early Care and Education funds, as amended from time to time. Service Providers must be aware that services described herein are subject to modification based on the availability of funding considerations and changes in laws, statutes, rules, and policies governing that funding.

The Service Providers must carefully consult up-to-date information available on said items at Florida's Office of Early Learning website, which may be accessed at: <http://www.floridaearlylearning.com>. Service Providers must also demonstrate an understanding of and commitment to the Coalition's mission and vision, and its requirements, and the demographics, resources and needs in Broward County. In particular, the Coalition recognizes the diversity of the Broward County population and the need for the Contractor who receives an award to provide goods and services under this ITN to be sensitive to that diversity. To that end, Service Providers must demonstrate the ability to provide and support Early Care and Education Services and

supports to a diverse population throughout Broward County, including those children most at risk for future school failure and their families, in accordance with the parameters detailed in this document.

The Coalition places significant value on a Service Provider's ability and willingness to meet and comply with all criteria, requirements, and standards as specified and detailed in this ITN, and its demonstration of such through its Competitive Sealed Reply, as set forth in the evaluation forms in Appendix P.

## **1.2 INVITATION TO NEGOTIATE**

The Coalition is soliciting written replies for all or for parts of the following Core Component Areas: ELC 3: Child Development; ELC 4: Road to Child Outcomes; ELC 6: Broward Scholarship Administration. See Section 4 of this ITN.

The Coalition intends to enter into a 1 year contract(s), which may be renewed each renewal period as set forth in the Coalition Contract that will be awarded to the prevailing contractor at the Coalition's sole discretion for one or more additional years up to a maximum number of contract years as provided for by the 2012-2013 Grant Agreement between FOEL and the Coalition, Sections 287.57(3) (a), Florida Statutes, 411.01(5)1, Florida Statutes, or other applicable law. The contract(s) and renewals are subject to: (a) availability of funds as determined by the Coalition in its sole discretion (taking into account all of the services the Contractor(s) is providing or may be required to provide) and (b) a satisfactory performance evaluation, including financial evaluation of the Contractor(s) by the Coalition.

## **1.3 DEFINITIONS**

**Administrative Services** - Services provided by the Coalition necessary to administer the contracts, coordinate, support and oversee the Early Care and Education Service System.

**Advance Payment for Coalition Services** - A payment of a portion of the Contract funds available to a Contractor prior to the delivery of services or the expenditure of funds by the Contractor. (Advance payment may be made when authorized by the State's Appropriations Act or expressly authorized by state and/or federal law or FOEL policies for the benefit of not-for-profit corporations or governmental agencies.)

**Advance Payment for Voluntary Prekindergarten Services** - A payment to VPK service providers as authorized by FOEL, for VPK services prior to the submission of a student's attendance record. All Advance payments must be reconciled and adjusted based upon actual student attendance in accordance with FOEL's Uniform Attendance Policy.

**Amendment** - A document by which substantial changes are made to the terms of an executed Contract. (Changes requiring an amendment include, but are not limited to, adjustments in costs, services, time period, and methods of payment. The amendment is incorporated as part of the original Contract).

**Broward County Funded Homeless Program** - A program which supports child care services for homeless children, funded by Broward County Human Services Department.

**Child Assessment** - An ongoing, systematic process of determining what children in school readiness programs, both individually and collectively, know and can do in relation to their optimal development and overall program goals.

**Child Assessment Tool** - An instrument designed to examine a child's development, which records assessment results of a child's age-appropriate progress according to developmental norms.

**Child Care Executive Partnership (CCEP)** - A program that utilizes state and federal funds as incentives for matching local funds derived from local governments, private employers, charitable foundations, and other sources so that Florida communities may create local flexible partnerships with employers for match funding. A local CCEP match may be designated for employees of the contributor or may be donated to the Child Care Purchasing Pool which provides financial assistance to qualifying families from the local Waiting List. Low-income families are eligible up to 200% of the federal poverty level.

**Child Care Resource & Referral (CCR&R) Agency** - An agency that offers a well-developed seamless system of services to inform and educate all families about early care and education, school age care, and other family strengthening needs, and serves as a link and/or conduit to wraparound family supports and services for both families and early care and education providers.

**Child Care Service Provider** - An individual or organization that provides direct child care services.

**Child Care Training Coordination Agency** - An authorized contract provider designated by the Florida Department of Children and Families to coordinate training services for child care personnel, those seeking employment as child care personnel, licensed or registered family child care home operators, and those in the process of becoming licensed or registered family child care home operators.

**Children At Risk of Abuse, Neglect, and Exploitation** - Children referred by the Florida Department of Children and Families or its contracted community-based lead agency who are: (a) in families under investigation by the Florida Department of Children and Families or a designated local sheriff's office for abuse, neglect, abandonment or exploitation; (b) in families under the supervision of the Florida Department of Children and Families or its contracted community-based lead agency for abuse, neglect, abandonment or exploitation; (c) in the court ordered long-term custody or under the guardianship of a relative or non-relative following the termination of supervision by the Florida Department of Children and Families or its contracted community-based lead agency; or (d) in court ordered long-term licensed custody. The Coalition may prioritize children determined to be at risk by Coalition policy, as may be adopted from time to time. Such policy shall not be inconsistent with Florida law.

**Children's Services Council of Broward County** - A local taxing authority created to plan, coordinate, and fund services for and on behalf of the children of Broward County.

**Classroom Assessment Scoring System (CLASS)** - A reliable, research-based observational instrument used to assess quality in preschool classrooms. The CLASS assesses interactions between children and teachers in three major domains of the classroom experience: Emotional Support, Classroom Organization, and Instructional Support.

**Clusters** - A group of child care facilities geographically located in a defined area for technical assistance work.

**Coalition** - Early Learning Coalition of Broward County, Inc.

**Collaborative Entity** – a group of community based service stakeholders that come together to share responsibility for delivering specified services to improve outcomes for Broward's children.

**Competitive Sealed Reply** - A reply by a Service Provider in response to this ITN.

**Contract** - A formal written agreement between the Coalition and a Contractor for the procurement of services (A formal contract consists of the Standard Contract and all attachments and exhibits).

**Contract Manager** - Either a Coalition or Contractor employee designated in the contract responsible for oversight of the Contract (The Contract Manager is responsible for contract compliance and often serves as a liaison between the Coalition and the Contractor).

**Contractor** - An entity providing services under the contract.

**Core Service Component Project Cost** - The total cost (direct and indirect) of providing services as described in ELC 3, ELC 4, or ELC 6, including all supporting funds.

**Cost Reimbursement** - A method of payment used to reimburse a Contractor for actual expenditures incurred in accordance with a line item budget.

**Developmental Screening Instrument** - An age appropriate tool or tools, approved by the Coalition, used to screen the age-consistent development of children, birth to school-age.

**Differentiated Accountability School Neighborhood** - Geographic area surrounding an elementary school in Broward County, defined by the Superintendent of Broward County Public Schools as a school where students have not demonstrated adequate yearly progress.

**Direct Services** - Direct support for families and Early Care and Education program providers through the provision of client eligibility, parent/child services and early care and education provider services.

**Early Care and Education (Child Care)** - The education, care, protection, and supervision of a child, for a period of less than twenty-four hours per day on a regular basis, which supplements parental care, enrichment, and health supervision for the child, in accordance with the child's individual needs, and for which a payment, fee, or grant is made for care.

**Early Care and Education Programs** - Programs that are developmentally appropriate using researched based curricula that provide the necessary elements to prepare at risk children for school as described in Chapter 411 and Chapter 1002, Florida Statutes.

**Early Care and Education Service System** - An integrated and seamless system of services that ensures all children are emotionally, physically, socially, and intellectually ready to enter school and ready to learn, while fully recognizing the crucial role of parents as a child's first teacher.

**Early Childhood Educator/Early Childhood Practitioner**- a teacher who works with young children (birth through eight years old) in a classroom setting to ensure that their basic health and safety needs are met and support the development of social-emotional, physical and cognitive skills to prepare them for school and life success.

**Early Intervention Services** - Services provided by the Children's Diagnostic and Treatment Center, Child Find, and other appropriately licensed health professionals to children and families.

**Early Learning Regions** - Six (6) geographic regions including: Northeast, Northwest, Central East, Central West, Southeast, and Southwest for ease of access for quality improvement coach's activities.

**ELC 1 Service Provider** - The Service Provider chosen by the Coalition as a result of its procurement activities to perform Resource and Referral, Family Education and Support Services on behalf of the Coalition. The Service Provider shall perform School Readiness and Voluntary Prekindergarten Education Program (VPK) ELC 1 services on behalf of the Coalition.

**ELC 2 Service Provider** - The Service Provider chosen by the Coalition as a result of its procurement activities to perform Eligibility Determination, Application Processing, Slot Management and Provider Payment services on behalf of the Coalition.

**ELC 3 Service Provider** - The Service Provider(s) chosen by the Coalition as a result of its procurement activities to oversee Child Screening on behalf of the Coalition.

**ELC 4 Service Provider** - The Service Provider chosen by the Coalition to implement Roads to Child Outcome Services including child assessment and inclusion services on behalf of the Coalition.

**ELC 5 Service Provider** - The Service Provider chosen by the Coalition to administer the Child Care WAGES<sup>®</sup> Florida Program on behalf of the Coalition.

**ELC 6 Service Provider** - The Service Provider chosen by the Coalition to administer Coalition's professional development early care and education scholarship program on behalf of the Coalition.

**Eligibility Determination Services** - Services used to determine whether or not an applicant for financial assistance for School Readiness services or Voluntary Prekindergarten programs is eligible to receive such services under Chapter 60BB-4, Florida Administrative Code, or Chapter 1002 of the Florida Statutes, Coalition guidelines, and other applicable law.

**Early Learning Information System** - A data management system used by the Office of Early Learning, the Coalition and Contractor(s) to manage the Early Care and Education program.

**Environment Rating Scales** - Reliable, research-based assessment tools used to assess the quality of child care settings that include: infant/toddler, preschool, school-age, and family child care settings. Subscales measure the quality of interactions that take place in a setting between and among children, staff, parents, and other adults, and the interactions children have with the many materials and activities in the environment, as well as those features, such as space, schedule and materials that support these interactions.

**Exhibit** - A document or material object added as an attachment to this Contract.

**Family Engagement and Support** - an approach in early care and education programs which increases family strengths, enhances child development and reduces child abuse and neglect. It will build on five protective factors that promote healthy outcomes such as parental resilience, social connections, knowledge of parenting and child development, support in time of need, and social emotional competence of children; recognizes and support parents as decision makers and leaders and values the culture and unique assets of each family.

**Fiscal Year** - An accounting period of twelve (12) consecutive months. The Coalition's fiscal year is July 1 through June 30.

**Fixed Price** - A payment method used when services can be broken down into unit costs (e.g., hours, client days) or a fixed fee (e.g., payment based on delivery of a complete service).

**Florida's Office of Early Learning (FOEL)** - The state agency responsible for funding and oversight of the School Readiness and Voluntary Prekindergarten programs.

**Full Time Equivalent (FTE)** A measurement of time paid to employees. (One FTE = 1,950 hours of time paid based on a 37.5 hour work week. [? Purpose of this document why not use 40 hours?])

**Florida Performance Standards** - Developmental goals that are based on the findings of early childhood research and represent the skills that children ages birth to school-age should know and be able to master. The Florida Performance Standards for under school-age children may be downloaded from the State of Florida Office of Early Learning website: <http://www.floridaearlylearnng.com>. The Florida Voluntary Prekindergarten Education Standards may be downloaded from the State of Florida Department of Education website: <http://www.fldoe.org/earlylearning/perform.asp>.

**Gold Seal Child Care Center / Gold Seal Family Child Care Home** - Any child care center or home which provides care to children and is accredited by a recognized accrediting association that has been approved by the Gold Seal Quality Care Program Task Force Committee. The Department of Children and Families maintains the official list of Gold Seal Centers and Homes.

**Health and Safety Monitoring** - Monitoring services for informal child care arrangements set forth in 45 C.F.R § 98.41. Monitoring services ensure that environments are healthy and safe for children who receive financial assistance for school readiness services. Such services include inspecting for compliance and investigating complaints prior to enforcement procedure and appropriate actions.

**Health Report** - A report that includes Department of Health Forms #680 and #3040 which are prepared by a physician and used to document the results of the Health Screening as required by Section 411.01(4)(j) Florida Statutes.

**Health Screening** - Services provided to children that may include, but are not limited to: health assessments, well-child check-ups, assessment and/or provision of childhood immunizations, dental screenings, vision screenings, nutritional screenings, and hearing screenings.

**Inclusion Specialist**\_ a master teacher with credentials and expertise in working with children with special needs, who provides specialized professional development and consultations to other master teachers and other early learning program staff. A person in this position will also be responsible for ensuring Warm Line/Inclusion services available to providers regardless of position/funding/title.

**Income Eligible** - Children eligible for school readiness services pursuant to Rule 60BB-4.203, Florida Administrative Code.

**Indirect Costs** - Costs incurred for common or cooperative objectives that cannot be readily identified in a final cost objective program or service.

**Individualized Plan** - A plan that addresses each child's individual developmental needs as determined by a developmental screening tool. (The plan's components include, but are not limited to strengths and weaknesses related to developmental growth; developmental goals and objectives; and activity implementation plans for teachers and families.)

**Informal Child Care** - An unregulated child care arrangement either in the child's home or other home and provided by a relative or non-relative.

**Informal Child Care Provider** - A School Readiness provider (relative, neighbor, or friend) that is not a regulated provider that is licensed by the Florida Department of Children and Family Services or a local licensing agency which meets or exceeds the state's minimum standards, or a public school.

**Invoice** - A standardized form used by the Contractor to request payment from the Coalition.

**Invitation To Negotiate (ITN)** - A written solicitation for competitive sealed replies to select one or more Service Providers with which to commence negotiations for the procurement of commodities or contractual services.

**Link** - The completion of the referral process in which a family successfully connects with a third party service provider.

**Local Match** - A contribution, in cash or in kind, specified by the funding source to be used in conjunction with the donation of the funding source, and upon which receipt of that donation is contingent on receiving other funds.

**Master Teacher**\_ highly skilled professionals whose primary role will be to visit classrooms and coach teachers using reflective practice to improve and implement high quality instruction and support overall learning experience for children.

**Master Teacher Team** – is made up of a supervisor, general Master Teachers, Master Teacher(s) with specialization and Master Teacher assistant(s) which will be connected to a specific number of centers within a cluster.

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

**Other Cost Accumulator Code (OCA)** - Codes used to track expenditures and monitor awards of early education grant program funds in a uniform way to ensure FOEL credits all expenditures of federal and state funds to the appropriate funding sources and benefitting programs.

**Parent Fee** - The parent's co-payment for child care services based on the Federal Poverty Level and the Early Learning Coalition of Broward County, Inc.'s approved sliding fee scale, taking into account family size and household income.

**Positive Behavior Support Approach (PBS)** - A collaborative, assessment-based approach to develop effective, provider interventions and strategies for parents that improve the social emotional environment and prevent and/or address children with challenging behaviors.

**Pre-assessment** - A formal process whereby the appropriate Environment Rating Scale(s) and/or CLASS assessment is used in a family child care home or child care center, according to the Coalition's approved QRIS Rating Protocol, to determine baseline quality of a child care facility's environment.

**Prevailing Market Rate** - The 75th percentile of the market rate as determined by an annual market survey of child care rates of providers in a community. The prevailing market rate for the county is established from collected rates.

**Professional Development** – is the skills and knowledge attained for both [personal development](#) and career advancement. Professional development will include all types of facilitated learning opportunities, ranging from college degrees to formal coursework, and other [informal learning](#) opportunities. To maximum extent possible, these activities must be outcomes driven, linked to college credits, and align with the Florida Office of Early Learning Core Competencies and Developmental Standards.

**Project Cost** - The total (direct and indirect) cost of providing services as negotiated through the procurement process, including all supporting funds.

**Provider** - An individual or organization providing direct early care and education services to children.

**Provider/Service Agreement** - An agreement for service that defines established criteria for the delivery of Early Care and Education Program services and may also define an established rate of payment for a specified unit of service.

**Quality Counts** – is a Quality Rating and Improvement System (QRIS) which is a voluntary avenue for continuous quality improvement in early care and education services for children and families. The system uses stars to designate ratings for legally operating early care and education centers and family child care homes serving children from birth through 5 years old.

**Quality Improvement Coaching/Mentoring** - On-site assistance to child care providers coordinated with site leadership, to build and facilitate the implementation of a QIP, organized around environment rating scale and/or CLASS assessment results, to increase the quality of services delivered by the child care service provider.

**Quality Improvement Matching Grant** - A grant of up to a set amount approved by the Coalition, per child care center or per Family Child Care Home. The grant is awarded to qualified sites participating in Quality Improvement Technical Assistance once predetermined benchmarks set forth in their Quality Improvement Plan are reached. Fifty percent (50%) of each grant amount must be matched equally by the participating site.

**Quality Improvement Mini Grant** - A grant of up to a set amount approved by the Coalition, per child care center or per Family Child Care Home. The grant is awarded to qualified sites participating in Quality Improvement Technical Assistance once previously agreed upon benchmarks set forth in their Quality Improvement Plan are reached.

**Quality Improvement Plans (QIP)** – an action plan with benchmarks and goals which is developed in collaboration with the Master Teacher and the Center Director based on the results of various assessments.

**Quality Improvement Plan (QIP)** - An action plan with benchmarks, goals, and matching or mini-grant recommendations, designed by child care service providers in collaboration with the ELC 4 Service Provider. Plans are organized around the Quality Rating Protocol approved by the Coalition.

**Quality Improvement Supports (QIS)** - Focused technical assistance and/or training in pertinent areas targeting provider needs as determined by quality rating system results that are linked to positive child outcomes and are designed to increase the quality of services delivered by direct child care service providers.

**Quality Rating and Improvement System (QRIS)** - A County-wide, multi-agency effort to determine and advance the quality of early care and education.

**Quality Rating System (QRS)** - A process to improve and assess the quality of child care settings according to pre-determined research-based criteria.

**Rating** - A formal process whereby a site is given a star rating using the Coalition approved Quality Counts Rating Protocol.

**Referral** - The process of service delivery initiated by providing the parent with contact information of available resources, and/or an appointment with a third party service provider regarding additional services.

**Regional Workforce Development Boards** - Florida legislatively created boards that are administered by Workforce Florida, Inc., and established to provide workforce development services. These boards have the responsibility for overseeing work requirement activities associated with the Temporary Assistance for Needy Families (TANF) Program.

**Relative Caregiver Program** - Child care provided for children who have been adjudicated dependent, have an approved home study and the court has placed either with a relative under protective supervision or where the relative has been granted temporary custody by the court (the child must be a recipient of the cash payment as part of the Relative Caregiver Program).

**Reliable Observers/raters/assessors** – reach an acceptable level of inter-reliability according to standards set by the authors of a specific rating tool.

**Respite Child Care** - Care provided to alleviate a crisis. (A crisis is defined as an acute situation, which places children at risk due to parental emergency, need for respite, lack of resources, special needs of the child, or extenuating circumstances beyond the family's control requiring short term assistance to increase family stability and decrease risk potential.) The family must be a TANF recipient to receive respite services. The child care could be as limited as part-time care, or it could be for a period of less than twenty-four hours per day on a regular basis. The maximum benefit period is thirty days per child during the State of Florida's recognized fiscal year.

**School-age Care** - Care provided to children who are at least five years of age and enrolled in kindergarten up to 13 years of age for before-school, after-school, non-school days, and summer care; and children under 19 who are either physically or mentally incapable of self-care or under court supervision.



**School Board** - The School Board of Broward County, Florida (SBBC) also known as Broward County Public Schools.

**School Board Calendar** - Calendar designed by the School Board of Broward County (SBBC), based on the SBBC approved calendar for the current school year.

**School Readiness Act and Voluntary Prekindergarten Implementing Legislation** - Legislation enacted by the Florida Legislature, as described in Chapter 411 and Chapter 1002, Florida Statutes, establishing the parameters by which to provide authorized school readiness and VPK services and programs in order to prepare children for school.

**School Readiness Programs** - Developmentally appropriate and research based programs that provide the necessary elements to prepare at risk children for school as described in Section 411.01, Florida Statutes.

**Service Agreement** - An agreement for service that defines established criteria for the delivery of an Early Care and Education Program which may include an established rate of payment for a specified unit of service.

**Service Provider** - An individual or entity chosen by the Coalition as a result of the Coalition's procurement activities to deliver program specific services.

**Simplified Point of Entry/Service** - Infrastructure/system that facilitates a parents' access to services and provides coordination amongst the network of providers and across the continuum of child care services and programs.

**Single Point of Entry/Service** - Mechanism for applicants to enter and receive service through a single point of contact.

**Slot** - A funded unit of child care services with federal, state, or local funds.

**Slot Management** - The system of forecasting, tracking, reporting, and analyzing slot utilization and ensuring that enrollments occur in accordance with Coalition priorities, policies and funding parameters, in order that resources are maximized and fiscal soundness is maintained.

**Smart Referral** - A recommendation by the service provider, which includes notifying a family by telephone or in person of the need for a referral, assisting the family to make an appointment, and following through on the outcome of the referral appointment.

**Special Needs** - Children, as defined in Section 445.023, Florida Statute, who are applicants or clients of the school readiness program and who have been determined by the Contractor and/or the Coalition to meet the eligibility criteria set forth in Chapter 6M-4, Florida Administrative Code.

**State Child Care Resource & Referral Network** - The statewide child care resource and referral network created pursuant to Section 411.0101, Florida Statutes.

**Subcontractor** - Agencies, individuals, or organizations with which a Service Provider may contract to perform particular areas of the Core Service Components. Subcontractors may not be permitted in all cases and may be subject to the approval of the Coalition prior to hire.

**Sub recipient** - According to Federal regulations (OMB Circ. A-133 Section 210), a sub recipient determines who is eligible to receive federal financial assistance; has its performance measured against whether the objectives of the federal program are met; has responsibility for programmatic decision making; has responsibility for adherence to applicable federal program compliances requirements; and uses the federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity.

**TANF Recipient** - A person who receives temporary cash assistance or a family member of that person as defined in 45 CFR Part 260 and § 414.045, Florida Statutes.

**Technical Assistance** - Quality Improvement Support provided to child care service providers. Services are offered through a Quality Improvement Plan designed by child care service providers in collaboration with the ELC 4 service provider and organized around needs identified by the appropriate environmental rating scale assessment and linked to positive child outcomes.

**Temporary Assistance to Needy Families (TANF)** - The federal economic assistance program to families administered under the Florida Department of Children and Families, Economic Self-Sufficiency Program. This program is authorized under Part A of Title IV of the Social Security Act.

**Temporary Cash Assistance** - A state economic assistance program that provides temporary financial aid to eligible low-income families.

**Transitional Child Care (TCC)** - Families determined eligible by Workforce One, Inc. for Transitional Child Care services that may enter school readiness services (based on Coalition enrollment priorities) and continue to receive school readiness services until the family income exceeds 200% of the federal poverty level.

**Unified Waiting List (UWL)** - The list of children whose families are deemed preliminarily eligible for financial assistance for child care services in the county and are waiting for said care.

**Unit Cost Reimbursement** - A payment method used to reimburse for each unit served.

**USDA Child Care Food Program** - The Program that serves nutritious meals and snacks to children who are enrolled for care at participating child care centers and family child care homes. This is authorized in Section 17 of the National School Lunch Act (42 U.S.C. 1766). Program regulations are issued by the U.S. Department of Agriculture (USDA) under 7 CFR Part 226.

**Vendor** - According to Federal regulations (OMB Circ. A-133 Section 210), a vendor is one who provides the goods and services within normal business operations; provides similar goods or services to many different purchasers; operates in a competitive environment; provides goods or services that are ancillary to the operation of the federal program; and is not subject to compliance requirements of the federal program.

**Voluntary Prekindergarten Education Program (VPK)** - A program designed to provide early learning opportunities for children who reside in the State of Florida who will have attained the age of four (4) years on or before September 1st of the school year, and who meet the criteria identified by §§1002.51-1002.79, Florida Statutes pertaining to the Voluntary Prekindergarten Program.

**Voluntary Prekindergarten Education Program (VPK) Monitoring** - Monitoring services that verify a Voluntary Prekindergarten provider's compliance with the requirements of the VPK program as set forth in the Florida Statutes, state rules, procedures of the Coalition and Florida's Office of Early Learning.

**Welfare Transition Program** - Formerly, Work and Gain Economic Self-Sufficiency (WAGES) program that was implemented in accordance with Chapter 414, Florida Statutes and which provides eligible clients with temporary cash assistance.

**WorkForce One, Inc.** - Broward's Regional Workforce Development Board responsible for work requirement activities associated with the Temporary Assistance for Needy Families (TANF) Program.

**Wraparound Services** - An array of comprehensive services which address family and child basic health, mental health, educational, psychosocial, and related needs and support and enhance school readiness.

## **SECTION 2: ITN PROCESS**

### **2.1 CONTACT PERSON**

Written questions regarding the content of this ITN, the Coalition or the ITN process must be forwarded to the person identified below. No oral questions will be received or considered.

The Contact Person listed below is the official and sole point of contact for this ITN.

**Charles M. Hood III**  
**Chief Executive Officer**  
**Early Learning Coalition of Broward County, Inc.**  
**6301 NW 5<sup>th</sup> Way Suite 3400**  
**Fort Lauderdale, Florida 33309**

**Email for this procurement: [itn2013@elcbroward.org](mailto:itn2013@elcbroward.org)**

In order for such written questions to be answered in a timely fashion, they must be received no later than the deadline stated in Section 2.6. No person may rely on any oral statements by the Contact Person or any other officer, employee or agent of the Coalition. The Coalition will not be bound by any responses to any written or emailed inquiries except official written or emailed responses issued in accordance with Section 2.6. The Contact Person for the Coalition has no authority to interpret, amend, or otherwise change the provisions of the ITN. Any question regarding this ITN must be submitted to the Contact Person in writing.

### **2.2 LIMITATIONS ON CONTACTING EARLY LEARNING COALITION, INC. PERSONNEL, EVALUATION COMMITTEE, AND BOARD MEMBERS**

Individuals or entities responding to this ITN or persons acting on their behalf may not contact, between the release of the first draft of the solicitation and the Coalition's posting the notice of intended award, any employee, committee or board member of the Coalition, or any other entity involved in the evaluation of the Competitive Sealed Replies concerning any aspect of this ITN, with the exception of (1) written request regarding information or clarification to the official contact person, (2) any communications at a publicly noticed meeting of the Coalition, Board, Executive Committee, Procurement Committee, Evaluation Committee, other authorized Committees or as provided in the ITN, (3) written or contract negotiations with the Procurement Committee or Coalition. Violation of this provision may be grounds for rejecting a Reply.

### **2.3 SERVICE PROVIDER DISQUALIFICATION**

- A. An entity, person, or affiliate who has been placed on the Convicted Vendor List

or the Discriminatory Vendor List pursuant to Sections 287.133 and 287.134, Florida Statutes, is disqualified from submitting a Competitive Sealed Reply or being awarded a Contract. Or 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>.

- B. Failure to have performed any material contractual obligations with the Coalition in a manner satisfactory to the Coalition will be a sufficient cause for disqualification. To be disqualified as a Service Provider under this provision, the Service Provider must have previously failed to satisfactorily perform in a Contract with the Coalition, been notified by the Coalition of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Coalition.
- C. Contract termination by default by the Coalition, by any other State agency or its designee, or by any Children's Services Council, for cause may be sufficient cause for disqualification.
- D. As required by Section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Coalition. When a person or affiliate has been placed on the Convicted Vendor List following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or performed work as the Contractor(s), supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the Convicted Vendor List. Any Competitive Sealed Reply received from a person, or their affiliate, who has been placed on the Convicted Vendor List shall be rejected by the Coalition.

**2.4 ANTICIPATED SCHEDULE OF EVENTS AND DEADLINES (all times are Eastern Standard Time)**

<b>Invitation to Negotiate Advertisement</b>	1/18/13 -2/5/13
<b>Official Invitation to Negotiate Released</b>	1/28/13 After 2:00pm pick-up available at the office
<b>Service Providers' Written Inquiries</b>	2/14/13 Due by 5:00pm
<b>Notice of Intent to Submit a Competitive Reply</b>	2/14/13 Sealed Reply due by 5:00pm
<b>Coalition's Response to Written Inquiries</b>	2/29/13 Distribution by e-mail by 5:00pm
<b>Sealed Replies to the Coalition Office</b>	3/14/13 Due by 1:00pm
<b>Reply Evaluation Process to be Scheduled</b>	3/15/13 – 4/04/13 TBA
<b>Evaluation Results and Negotiation Plan</b>	4/05/13 at Procurement Meeting TBA
<b>Notice of Service Provider Rankings</b>	4/09/13 Posted on <a href="http://www.elcbroward.org">www.elcbroward.org</a> by 11:00am
<b>Negotiations to be Scheduled</b>	4/05/13 – 4/26/13 TBA
<b>Coalition Board Review and Approval</b>	5/10/13 at 8:30am
<b>Posting of Intended Award(s)</b>	5/13/13 – 5/17/13
<b>Projected Effective Date of Contracts</b>	7/01/13

*\*These dates are subject to change. All Service Providers that have submitted a letter of intent to submit a Competitive Sealed Reply with a valid e-mail address will be notified of any changes made to the schedule of events.*

## **2.5 NOTICE OF INTENT TO SUBMIT A COMPETITIVE SEALED REPLY**

A Notice of Intent to Submit a Competitive Sealed Reply, which includes the Service Provider's e-mail address, is to be sent to the designated Coalition Contact Person by certified mail, hand delivery, or by an express mail carrier such as Federal Express, which provides proof of receipt by the Coalition. It must arrive at the Coalition's offices no later than 5:00 p.m. on 2/14/2013. The notice should include a listing of the Core Service Component(s) for which the Service Provider intends to submit a Competitive Sealed Reply.

Information regarding any addenda to the ITN and copies of written Coalition responses to questions resulting in clarifications or addenda to the ITN, and any other pertinent information will be sent by e-mail to those Service Providers submitting a proper Notice of Intent to Submit a Competitive Sealed Reply inclusive of a valid e-mail address.

## **2.6 INQUIRIES**

All inquiries requesting clarification regarding this ITN must be submitted in writing to the designated Coalition Contact Person by email, certified mail, hand delivery, or by an express mail carrier, which provides proof of receipt by the Coalition. Inquiries must arrive at the Coalition no later than 5:00 p.m. on 2/14/2013. Copies of responses to all inquiries that require clarifications and/or addenda to the ITN will be made available by e-mail to those persons or firms who return a written Notice of Intent to Submit a Competitive Sealed Reply with a valid e-mail address. Responses will be issued by e-mail by 5:00 p.m. on 2/19/2013.

## **2.7 PUBLIC RECORDS**

The Coalition is subject to Florida's Public Records Laws, Chapter 119, Florida Statutes, which requires the state and all of its agencies to provide public access to and permit the inspection of and copying of its records. Therefore, all documents and other records provided to the Coalition by any Service Provider responding to this ITN will be treated as public records.

There are limited exceptions to the requirement to permit inspection and copying of public records, which may include information such as trade secrets and financial statements. Each Service Provider will be responsible for ascertaining if any of the information that it provides to the Coalition falls under such exemptions. Each Service Provider must include any materials it asserts to be exempt from public inspection and copying under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Reply, Confidential Material." Appropriate cross-references to the attachment should be provided within other portions of the Reply. The Service Provider must identify the specific Statute that authorizes exemption from the Public Records Law and explain why it contends that the information provided falls under such exemption. Any claim of confidentiality on materials the Service Provider asserts to be exempt from public disclosure found elsewhere in the reply will be considered waived by the Service Provider upon submission. A Service Provider may make a public records request of materials it deems useful in the preparation of its Competitive Sealed Reply(ies) by contacting the Coalition Contact Person. The Coalition is obligated to respond to public records requests in a reasonable timeframe. Current budget information and recent service data are included in Appendices A, B and C, as historical background information only.

## **2.8 SUBMISSION OF COMPETITIVE SEALED REPLIES**

All Competitive Sealed Replies must be submitted to:

Charles M. Hood III  
Early Learning Coalition of Broward County, Inc.  
6301 NW 5<sup>th</sup> Way Suite 3400  
Fort Lauderdale, FL 33309

Replies may be submitted by certified mail, hand delivery, or by an express mail carrier, which provides proof of receipt by the Coalition. Sealed replies must be physically received at the Coalition offices by no later than 1:00 p.m. on 3/14/2013. Replies received at any other location or after the foregoing time and date noted will not be considered. Replies must be submitted in hard copy (including budget format) and on compact disc (CD) containing the reply as an electronic file in an Adobe Portable Document Format (PDF) file, as well as a Microsoft Word, and Excel Format (for Budget forms or where appropriate).

Any Competitive Sealed Reply submitted shall remain a valid offer for at least 200 days after the Competitive Sealed Reply submission date. No changes, modifications or additions to the Competitive Sealed Replies submitted will be accepted by, or binding on, the Coalition after the deadline for submitting Competitive Sealed Replies has passed unless requested by the Coalition during negotiations. This provision shall not limit the discretion of the Coalition to waive minor irregularities.

**COMPETITIVE SEALED REPLIES NOT RECEIVED AT EITHER THE SPECIFIED PLACE OR BY THE SPECIFIED DATE AND TIME, OR BOTH, SHALL BE REJECTED AND RETURNED UNOPENED TO THE SERVICE PROVIDER BY THE COALITION.**

## **2.9 NOTICE OF SERVICE PROVIDERS' RANKINGS**

The Coalition will post a list of Service Providers and their initial rankings on 4/9/2013 at 11:00 a.m. at this location:

Early Learning Coalition of Broward County, Inc.  
6301 NW 5<sup>th</sup> Way  
Suite 3400  
Fort Lauderdale, FL 33309

[www.elcbroward.org](http://www.elcbroward.org).

The premises listed above will be open to the public from 9:00 a.m. to 5:00 p.m. Eastern Standard Time, Monday through Friday. Service Providers that have submitted Competitive Sealed Replies to this ITN will also be notified of the initial rankings via certified mail. The Coalition's initial ranking of Service Providers and its decision to

negotiate or not to negotiate with any Service Provider(s) does not adversely affect any Service Provider(s) and is not a decision or intended decision that is subject to protest under Section 120.57(3), Florida Statutes, until the Coalition has posted its decision or intended decision to make an award(s). Any protest filed by a Service Provider challenging its evaluation, ranking, or negotiation status before the Coalition posts its intended decision or decision regarding award will be considered untimely as premature under Section 120.57(3)(c), Florida Statutes.

## **2.10 SURETIES - COMPETITIVE SEALED REPLY GUARANTEE**

Each Competitive Sealed Reply shall be accompanied by a Competitive Sealed Reply Guarantee ("Guarantee") payable to the Coalition in the amount of \$100,000 or one (1) percent of the requested service budget amount (whichever is less), depending on the portion(s) of these services that are being applied for. If a Service Provider submits a Competitive Sealed Reply for more than one Core Component Area, this requirement shall be satisfied by submitting separate Guarantees for each Core Component Area or one Guarantee for the total amount necessary for all Core Component Areas applied for. The form of the Guarantee shall be a surety bond, cashier's check, or certified check made payable to the Coalition. The Guarantee if a bond shall be written by a surety company authorized to do business in the State of Florida and signed by a Florida Licensed Agent. The unsuccessful Service Provider's Guarantee shall be returned within **10** days of the Coalition signing a legal Contract for the function(s) for which said Service Provider applied. If Service Provider fails to execute a Contract within **10** consecutive calendar days after a Contract has been presented to it for signature, its Guarantee shall be forfeited to the Coalition.

## **2.11 SURETIES - PERFORMANCE BOND**

Upon completion of negotiations, the successful Service Provider(s) shall furnish the Coalition with a Performance Bond equal to twenty-five (25) percent of the total annual Service Contract amount for each fiscal year of the contract. The bond must be issued by a surety company authorized to do business in the State of Florida, Department of Insurance and signed by a Florida Licensed Agent.

The bond shall be conditioned that the Service Provider(s) perform the project described in the Contract in the times and manners prescribed therein and make prompt payments to subcontractors and employees. The bond shall be furnished to the Coalition contract manager within **10** days after execution of the Contract. No payments shall be made to the Service Provider(s) until the performance bond is in place and approved by the Coalition in writing.

The cost of the Performance Bond shall be borne by the Service Provider.

The Coalition, at its sole discretion, may choose to accept an alternate form of performance guarantee.



## **2.12 PROTESTS**

**Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to file a bond or other security within the time allowed for, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**

Any person who is adversely affected by the Coalition's decision or intended decision shall file with the Coalition a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision.

With respect to a protest of the terms, conditions, and specifications contained in the ITN, including, but not limited to, any provisions governing the methods for ranking replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the ITN.

The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

Any Service Provider who desires to file a formal protest to this ITN must accompany that protest with a bond payable to the Coalition in an amount equal to one (1) percent of the Coalition estimate of the total volume of the Contract. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the Coalition may accept a cashier's check, official bank check, or a money order in the amount of the bond. Failure to file the proper bond at the time of filing the formal protest will result in a dismissal of the protest. If, after completion of the administrative hearing process and any appellate court proceedings, the Coalition prevails, it shall recover all costs and charges, which shall be included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the protestor, the bond, cashier's check, official bank check, or money order shall be returned to the protestor.

## **2.13 PROCEDURE FOR CONDUCTING EVALUATIONS AND NEGOTIATIONS**

The Coalition will establish an Evaluation Committee which will review and rank all responses to this ITN against the evaluation criteria set forth in this ITN and

Appendix P and it will make recommendations for approval to the Coalition's Executive Committee. The Executive Committee will review the recommendation of the Evaluation Committee and forward its recommendation and the Evaluation Committee's recommendation to the full Board of the Coalition for review and consideration for approval.

The Coalition reserves the right, at all times during the negotiation process, to negotiate with one or more Service Providers simultaneously, separately, sequentially, or any combination or form thereof, but is under no obligation to do so. The Coalition's decision to negotiate or not to negotiate with any Service Provider(s) is not a decision or intended decision that is subject to protest until the Coalition has posted its decision or intended decision to make an award(s). Any such protest will be considered untimely as premature under Section 120.57(3) (c), Florida Statutes.

A representative of the Service Provider who is authorized to make decisions must be present at all scheduled negotiation sessions, and the Coalition reserves the right to require attendance by particular representatives of the Service Provider.

During negotiations, the Coalition may determine that a particular function or set of functions is better met by a Service Provider applying for the same or a different service, and the Coalition reserves the right to negotiate with such Service Provider with respect to such function or set of functions if deemed in the best interests of the Coalition.

The Coalition reserves the right to seek clarifications, to request Reply revisions, and to request any information deemed necessary for proper consideration of Reply(ies) from the Service Provider(s) selected for negotiation. Further, during or after negotiations, the Coalition may require, as often as necessary, that Service Provider(s) submit a best and final offer for further consideration and negotiation.

The Coalition reserves the right to waive minor irregularities when to do so would be in the best interest of the Coalition. A minor irregularity is defined as a variation from the ITN terms and conditions that does not affect the price of the Competitive Sealed Reply nor give the Service Provider an advantage or benefit not enjoyed by other Service Providers nor adversely impact the interest of the Coalition.

The Coalition reserves the right to determine at any point in this process that further procurement and negotiations are not in its best interest and will provide notice thereof through email and posting on ELC Broward website.

The Coalition reserves the right to reject any and all Replies in whole or in part, if the Coalition determines, in its sole and absolute discretion that such action is in the best interest of the Coalition.

After negotiations are conducted, the Coalition shall award the contract or contracts to

the responsible and responsive Service Provider or Service Providers that the Coalition determines will provide the best value to the Coalition. "Best value" means the highest overall value to the Coalition based on objective factors that include, but are not limited to, price, quality, design, and workmanship. Best value does not necessarily mean that award will be made to the highest ranked Reply(ies).

The Coalition reserves the right to award more than one contract for any area, combining the offering, or parts thereof, of one or more Service Providers. The Coalition reserves the right to accept portions of a competing Service Provider's Reply and merge such portions into one project, including contracting with the Service Providers offering such portions.

### **SECTION 3: PROGRAMMATIC AUTHORITY FOR EARLY CARE AND EDUCATION SERVICES**

Programmatic authority is authorized by the Coalition to issue this ITN and to develop and administer a comprehensive school readiness program, including but not limited to, early care education services in accordance with the following laws, statutes and rules.

- A. Authority for monitoring of educational requirements and health and safety is provided in Section 411.01, Florida Statutes; 45 C.F.R. Part 98 and other applicable provisions of federal and state law.
- B. Authority for the Florida's Office of Early Learning oversight and for the local Early Learning Coalitions is provided in Chapter 411, Florida Statutes, Sections 1002.51-1002.79, Florida Statutes, and Chapters 6M-4, 6M-8 and 6M-9 of the Florida Administrative Codes.
- C. Authority for TANF services and Workforce Development services is provided in applicable parts of Part A, Title IV of the Social Security Act, 45 CFR Part 260 and Sections 414.045, 414.1585, 445.017 and 445.032, Florida Statutes.
- D. Authority for child care services is provided in Sections 445.023, and 411.01, Florida Statutes; Child Care Development Block Grant, 45 C.F.R. Part 98 (Child Care and Development Fund) and Part 99 (Procedures for Hearings for Child Care Development Fund). Chapters 65C-20 (Family Day Care Standards and Large Family Child Care Homes), and 22 (Child Care Standards), Florida Administrative Code.
- E. Authority for Child Care Resource and Referral is provided in Section 411.0101, Florida Statutes.
- F. Authority for processing requests for payments from child care providers is provided in Sections 215.422 and 287.0585, Florida Statutes, and Chapter 69I-24, Florida Administrative Code (Payment of Vouchers by State Warrant).
- G. Authority for transportation and case management services is provided in

Sections 402.3145 (subsidized child care transportation program) and 402.3135 (subsidized child care case management program) Florida Statutes, as applicable.

- H. Authority for the Child Care Executive Partnership/Purchasing Pool is provided in Section 411.0102 Florida Statutes.
- I. All other applicable Florida Statutes, Florida Administrative Code, Federal Statutes and Federal Code, as amended from time to time.

## **SECTION 4: MINIMUM PROGRAMMATIC REQUIREMENTS FOR CORE SERVICE AREA COMPONENTS**

### **4.0 GENERAL STATEMENT**

The successful Service Provider(s) shall provide services in support of the Coalition's goal to provide for a collaborative, integrated, coordinated, and efficient system of high quality early care and education services for children and their families, which ensures linkages to parenting supports, and values and respects the role of parents as their children's first teachers. As stated in the Coalition's By-laws, the Coalition's mission is to provide the resources, advocacy, leadership, coordination, and oversight for early care and education from birth to school-age and to support access to school-age care to ensure children's success in school. The Coalition shall work to ensure that the school readiness programs serve the physical, social, emotional, educational, and developmental needs of these children. Through its plan approved by the Florida's Office of Early Learning, the Coalition also currently provides care in school age programs.

The Coalition is releasing this Invitation to Negotiate that requests Competitive Sealed Replies for four (4) Core Service Components which it may contract for as part of its Early Care and Education System. These are:

- ELC 3: Child Screening System Coordination
- ELC 4: Road to Child Outcomes
- ELC 6: Broward Scholarship Administration

**All core components share the goal and responsibility to increase school readiness for the children of Broward County, as measured by standards set by the Coalition and Florida's Office of Early Learning.**

Results Based Accountability (Friedman, 2005) provides a simple, plain language and useful framework for assisting communities and agencies to improve quality of life conditions for their citizens and their clients. The framework is comprised of two perspectives – population level results and agency performance measures. The *Story Behind the Indicator Data* identifies strategies for implementation. "Strategies are a coherent collection of actions that have a reasoned chance of improving results"

(Friedman, p. 20). For this ITN, the strategies or “what works” include evidence-informed practices, program components, and approaches that have research pointing to their effectiveness.

Agency performance measures are required for all funded proposals. Performance Measurement answers three key questions: How much did we do? How well did we do it? Is anybody better off? These required program evaluation components provide data to the Coalition on the effectiveness of the agency’s program including number of children served, amount of services provided, program monitoring, satisfaction surveys, and measured improvement in the knowledge, skills, attitude, behavior, and circumstances of the children served. By aligning required program performance measures with the desired result, the Coalition provides a mechanism to contribute to improving overall community conditions.

A Service Provider may submit Competitive Sealed Replies to one or more of the Core Service Components. ***However, a separate and complete Competitive Sealed Reply, in a separate sealed envelope or box, must be submitted for each Core Component Area to which a Service Provider is replying.***

#### **4.1 CORE COMPONENT AREA ELC 3:**

##### **Child Screening System Coordination**

#### **4.1-A. Scope of Service**

The selected Contractor shall be a collaborative entity (including the State of Florida designated lead agencies for Part B and Part C services) that will coordinate a seamless system for child screening, early intervention evaluation, and follow up services as indicated for eligible School Readiness children with parental consent. The work shall include tracking/monitoring of completed developmental screenings (Ages and Stages Questionnaire/Social Emotional, ASQ Enterprise [ASQ]) of all eligible school readiness children, submitted by each child’s early learning provider, in accordance with Florida’s Office of Early Learning Rule 6M-4.720 *Screening of Children in the School Readiness Program*.

#### **4.1-B. Core Service Component Goals, Clients to be Served, and Related Outcomes or Outputs:**

##### **I Major Program Goals**

- A. Coordinate with child care providers and parents ensuring all initial and annual screenings are completed timely, accurately, and appropriately.

- B. Ensure all screenings requiring referral for additional screens, support, or further evaluation are referred in a timely manner, and parents receive the community services and supports required to maximize their child's development.
- C. Coordinate with the Coalition and service providers to report on the progress of children, especially children with special needs and children receiving low or marginal screening scores.
- D. Coordinate with the Coalition and service providers to ensure effective linkage between developmental screenings, implementation of IEPs and IFSPs, ongoing child assessment and instruction, especially for children with special needs.
- E. Support community and services planning with children's data and analysis of developmental screening, child assessments, and developmental progress results.

## **II Clients to be Served**

### **A. General Description**

All providers of early care and education programs with School Readiness Service Agreements who serve Broward County children receiving financial assistance for school readiness services (approximately 7,200 annually).

### **B. Client Eligibility Determination**

All children (birth to five years old, not yet enrolled in kindergarten) residing in Broward County receiving financial assistance for school readiness services are eligible and required, with parental consent, to participate in developmental screening and child assessment opportunities.

### **C. Performance Specifications - Core Component Outcomes and Outputs**

1. 100% of parents with children, birth to five years old, not yet enrolled in kindergarten; enrolled in Coalition financially assisted care shall be offered a developmental screen for their child(ren) by the child's early learning facility. Said offering shall include information for parents on the importance and advantages of developmental screening.
2. 100% of children birth to five years old not yet enrolled in kindergarten, participating in Coalition financially assisted care, must have written parental consent for their child's screening. Said consents must be available for review by FOEL and/or Coalition during routine monitoring and included in the State's data system.
3. 100% of eligible children, birth to five years old, not yet enrolled in school, participating in Coalition financially assisted care, whose parents provide consent to the developmental screening process, shall receive developmental screens according to the following system: [Coalition monitoring Standard shall be 90%]

- a. All children newly enrolled during the contract period shall be screened within 45 calendar days of enrollment;
- b. All children continuing enrollment in school readiness programs shall be screened annually within 45 days of their birth date.

4. 100% of children identified needing additional screens or services shall receive them within 45 days of the referral for services. [Coalition monitoring standard shall be 95%]

5. 95% of children identified as requiring additional/specialized instruction or IEP/IFSP shall receive that instruction or plan within 60 days of the determination of the child's needs.

6. Collect, analyze and report screening, child assessment and specialized instruction results for children who demonstrate developmental delays.

**D. CONTRACTOR Responsibilities:**

- 1. Obtain and use child-specific data from the *Eligibility Determination, Application Processing, Slot Management, and Provider Payment (ELC 2) Service Provider* to determine eligible children for involvement in developmental screening.
- 2. Provide the ASQ materials to new providers and work to ensure that all providers, with executed School Readiness Service Agreements, conduct ASQ screenings on all eligible children receiving financial assistance from School Readiness funds.
- 3. Provide information to parents on the importance and advantages of developmental screening to parents receiving financial assistance from School Readiness funds, with children, birth to five not yet in kindergarten.
- 4. Secure forms that include either consent or decline of screening services, from the *Eligibility Determination, Application Processing, Slot Management, and Provider Payment (ELC 2) Service Provider* and ensure all eligible children are screened.
- 5. Ensure that children, birth to five not yet in kindergarten, whose parents receive financial assistance from School Readiness funds and provide consents, receive developmental screens according to the following system:
  - a. All children newly enrolled during the contract period shall be screened within 45 calendar days of enrollment.
  - b. All children continuing enrollment in school readiness programs shall be screened annually within 45 days of their birth date.
  - c. All data results shall be entered into the state electronic technology system by providers.

## 4.2 CORE COMPONENT AREA ELC 4

### Road To Positive Child Outcomes

#### 4.2-A Scope of Services for Core Component Area ELC 4

The selected Contractor shall develop and implement a systematic integration of quality within the Early Care and Education Community, building on national best practices and adapting evidenced based exemplary practices focused on the **Child, Family and Teacher and Learning Environment** to realize maximum child outcomes.

#### 4.2-B. Core Service Component Goals, Clients to be Served, and Related Outcomes:

##### I. Major Program Goals

- A. **Child Focus:** Within designated/approved early education facilities, provide oversight, referral, evaluation and longitudinal tracking/monitoring between developmental screening, classroom instruction, child developmental assessments, and kindergarten readiness.
1. Ensure the continuous assessment of all School Readiness children birth to five (not yet in kindergarten), especially those requiring additional developmental support(s), using a nationally researched based, comprehensive early childhood, electronic child assessment, and the results used to inform instruction.
  2. Ensure all designated ECE programs provide the appropriate screens and assessments and work with “Master Teacher Teams” (as determined by the Contractor’s plan to deliver this service), to ensure children are receiving the education instruction and supports necessary to maximize their development. Children’s development will be measured by an approved nationally researched based, comprehensive early childhood, electronic child assessment system.
- B. **Family Focus:** Provide family engagement and support services consistent with the Center for Social Policy – Strengthening Families Approach that will provide additional tools, opportunities, and information to parents to help empower parents to advocate on behalf of their child(ren), as well as to be an active part of their child’s development as the child’s “first teacher” and partner with their child’s early education facility. (<http://www.cssp.org/reform/strengthening-families/the-basics/the-strengthening-families-approach>)
1. The family engagement services must work with the families in conjunction with their child’s early education facility.
  2. The family engagement services must coincide with the educational curriculum and developmental experiences within the child’s classroom.



3. The family engagement services must provide expanded positive life experiences for parents that they can share with their children.
- C. **Teacher and Learning Environment Focus:** Provide services to attain and support implementation of quality standards in early learning programs.
1. Ensure approach includes “Master Teacher Teams” whose primary role will be to visit classrooms and coach teachers using reflective practice to improve instruction.
  2. Ensure Master Teacher Teams administer program evaluation instruments to measure practices in preschool classrooms (e.g., CLASS™, ERS®, TSG®); planning and presenting training opportunities to improve programmatic areas; follow-up support individualized to the level of teacher development; planning procedures for performance based assessments to ensure reliable collection of child outcome information through portfolio review meetings and professional development.

## II. **Clients to be Served**

### A. **General Description**

The *Road To Positive Child Outcomes* project will support Broward Early Educators who serve children birth to five years old, not yet enrolled in kindergarten, according to Coalition priorities.

### B. **Client Eligibility Determination**

1. Services are available to eligible Broward County legally operating providers as funding permits and in accordance with local approved COALITION priorities.
2. The COALITION priority for participation shall be based on the following:
  - a. Child Care Programs located in Broward and in Coalition identified “cluster communities” serving a majority of school readiness children.
  - b. Child Care Programs located in Broward and in Coalition identified “cluster communities” and/or participating in Quality Counts.
  - c. Child Care Programs located in Broward and outside of “cluster communities” serving school readiness children.
  - d. Child Care Programs located in Broward not serving school readiness children.

## III. **Performance Specifications - Core Component Outcomes and Outputs**

**The contractor may have the opportunity to negotiate benchmarks with the Coalition after baselines are established in the first year of the contract.**

- A. 95% of the classrooms that score in the “low quality” range in any of the three (3) CLASS domains (Emotional Support, Classroom Organization, Instructional Support) at time of entry into the CLASS initiative will improve teacher- child interaction and move out of the “low quality” range after program participation as measured by pre and post CLASS observations conducted by reliable observers.
- B. 90% of classrooms will be identified as providing “high quality” Classroom Organization; 80% “high quality” Emotional Support; 80% “high quality” Instructional Support after program participation as measured by CLASS observations by reliable observers.
- C. 85% of children who entered the program below age expectations and remain in the program for at least nine months will substantially increase their rate of growth in all areas of development when they exit the program as measured by Teaching Strategies Gold Performance and Growth Reports.
- D. 85% of children who remain in the program for at least nine months will be functioning within age expectations in all areas of development when they exit the program as measured by Teaching Strategies Gold Performance and Growth Reports.
- E. 80% of children participating in the program will “demonstrate” kindergarten readiness as measured by the Florida Assessment for Instruction in Reading (FAIR) and the Early Childhood Observation System Status Results (ECHOs).
- F. 15% of children participating in the program will demonstrate “emerging progressing readiness” for kindergarten readiness as measured by the Florida Assessment for Instruction in Reading (FAIR) and the Early Childhood Observation System Status Results (ECHOs).
- G. 90% of parents of participating children will indicate that the program in which their child(ren) is enrolled, helped them in their ability to understand and meet the needs of their children, as measured by an annual survey which looks at a minimum the following:
  - Participation in school sponsored activities; knowledge of their rights and advocacy efforts on behalf of their children; how they helped their child(ren) developed and learn; access to services, programs and activities in their community.

#### **IV. CONTRACTOR Responsibilities:**

- A. Use “Master Teacher Teams” that work with classroom teachers on classroom observation/assessment and assist to ensure that all aspects of the learning environment are present or attainable to maximize children’s development. The use of an abbreviated environmental rating system may be appropriate.
- B. Assess classrooms with the Classroom Assessment Scoring System (CLASS) and support teachers to improve teacher/child interaction.

- C. Provide technical assistance and support related to child assessment and application of data to enhance instruction in the classroom.
- D. Have designated master teachers with credentials and expertise to assist early learning program teachers and other Master Teachers in working with specialized populations/various child development/family strengthening areas including special needs, behavioral concerns, English learners, health, etc.:
  - 1. Ensure accommodation of English Language Learners and children with IEPs or IFSPs:
    - a. Employ bilingual staff to work with English Language Learners (ELL's) and Inclusion Specialists to work with children with individualized education plans (IEPs/IFSPs).
    - b. Specialized teachers working with special needs children will report their progress to the Child Screening and Evaluation Team(s) and follow state guidelines for the "Warm Line" and inclusion.
  - 2. Ensure Inclusion Specialist(s) provides specialized professional development and consultation to other Master Teachers and early learning program staff.
- E. Ensure Master Teachers have the appropriate academic preparation, on-going professional development, and supervision to support the goals of the Early Childhood Program.
  - 1. Trained to reliability in tools such as CLASS™, ERS®, and TSG® as indicated by the authors of the tools.
  - 2. Trained by curriculum developers using Training of Trainer models (whenever possible).
  - 3. Trained on Strengths-Based Coaching models and reflective practices.
- F. Ensure sustainable and high quality curriculum implementation.
- G. Ensure Master Teachers are supervised and supported to ensure fidelity of implementation drawing on such exemplary practices as reflective supervision, community of learners, etc.

#### **4.3 CORE COMPONENT AREA ELC 6**

##### **Broward Scholarship Administration**

#### **4.3-A Scope of Service for Core Component Area ELC 6**

The selected Contractor shall administer the Coalition established scholarships according to Coalition policy and priorities:

- National Child Development Association (CDA) Credential

- Early Education Courses for College Credit
- Associates Degree

#### **4.3-B Core Service Component Goals, Clients to be Served, and Related Outcomes:**

##### **I. Major Program Goals**

- A. Increase the level of professional development in the Broward Early Education field.
- B. Increase the outcomes of children enrolled in classes/programs led by participating professionals, as determined by the Coalition.
- C. Broward professional development scholarship recipients will improve the quality of their work and/or impact on the early childhood field.

##### **II. Clients to be Served**

###### **A. General Description**

1. The minimum number of scholarships to be awarded is as follows:
  - a. 125 scholarships for applicants who enroll in and agree to complete 120 hours of formal early childhood education coursework offered by a State approved educational institution and leading to completion and/or application of a CDA National credential. (\$1,250 per course)
  - b. 50 scholarships for applicants who enroll in Early Care and Education courses and complete (3) credit hours of pre-approved college courses.
    - The Coalition will pay up to local state university/college tuition and fee rates.
  - c. 25 scholarships for applicants who enroll in and complete course work toward an Associate's Degree.
    - The Coalition will pay up to local state university/college tuition and fee rates.

###### **B. Client Eligibility Determination**

1. Scholarship applicants working more than 20 hours a week in Broward County.
2. The priority for Broward Scholarships shall be based on the following:
  - a. Teachers/directors receiving scholarship(s) in prior 3 years.
  - b. Teachers/directors working in "cluster schools" serving a majority of school readiness children.
  - c. Teachers/directors working in "cluster schools" and/or Quality Counts.

- d. Teachers/directors working outside of “cluster schools” serving school readiness children.
  - e. Teachers/directors working in facilities not serving school readiness children.
3. Scholarship applicants working more than 20 hours a week in Broward County who fall outside the priorities listed above will be placed on a waiting list for scholarship consideration. Beginning in the third quarter of each applicable fiscal year, only after serving the priority groups above and if there are remaining funds available, scholarships will be awarded according to the following priority on a first-come first-serve basis:
- a. Applicants who work at facilities that have current, signed Coalition approved Service Agreements to serve children who receive financial assistance from school readiness funds and/or provide a Voluntary Prekindergarten (VPK) program.
  - b. Applicants who work at facilities that do not have current, signed Service Agreements to serve children who receive financial assistance from school readiness funds or provide a Voluntary Prekindergarten (VPK) program.
  - b. Services are available to eligible Broward County legally operating providers as funding permits and in accordance with local approved COALITION priorities.

### **III. Performance Specifications - Core Component Outcomes and Outputs**

The CONTRACTOR shall meet the following performance specifications, as measured on an annual basis, by the following outcomes and indicators, whether the services are performed directly or indirectly by a subcontractor:

- A. 85% of current Broward professional development scholarship recipients will enhance the effectiveness of their work.
- B. 85% of scholarship recipient’s professional development progress will be tracked over time, to correlate Scholarship investment with professional development progress.

### **IV. CONTRACTOR Responsibilities:**

- A. Design, print, and provide all marketing and application materials for this program including an electronic application process. CONTRACTOR shall provide generic program brochures, including fact sheets and all provider application materials in quantities sufficient for the total number of teachers in the county. Using CONTRACTOR and COALITION Websites, as well as electronic mail, the CONTRACTOR shall notify legally operating Broward child care facilities of the

Broward professional development scholarships and follow-up with additional materials as needed.

- B. Receive and evaluate all applications; conduct data entry activities of all recipient information; receive and answer emails and telephone calls from program participants; verify participant eligibility; issue all scholarship checks to recipients or appropriate organization/institution; and maintain a waiting list of eligible participants.
- C. Select new recipients, according to the priorities set by the Coalition.
- D. Develop Policy and Procedures to recoup scholarship dollars from those participants who vacate the Early Care and Education industry prior to a reasonable period.
- E. Provide training and technical assistance, as requested, to the COALITION staff and board.

#### **4.4. ADDITIONAL CORE SERVICE PROVIDER RESPONSIBILITIES**

- A. 100% of services shall be provided in accordance with applicable State of Florida and federal rules, laws, and policies, as amended from time to time, and any and all current or future Coalition policies which do not conflict with those, inclusive of FOEL's required and best practices documents, which may be accessed through the Florida's Office of Early Learning website at: <http://www.floridaearlylearning.com> (under the Program Integrity Unit section of the Office of Early Learning information).
- B. 100% of the policies and procedures shall ensure the protection and confidentiality of individual child records and early learning provider records from unlawful disclosure as identified in the Standard Levels of Service, Chapter 411, Chapter 402 and Chapter 1002, Florida Statutes.
- C. 100% of complaints or observations concerning potential abuse, neglect, or abandonment shall be reported to the Department of Children and Families and the Coalition shall be notified of said reports, within the applicable confidentiality regulations.
- D. 100% of complaints received, or observations, concerning potential child care licensing violations shall be tracked and reported to Broward County Child Care Licensing and Enforcement and feedback on the outcome shall be documented.
- E. 100% of staffing pattern and staff qualifications shall be sufficient to provide the services described in this ITN, including backup plans when turnover occurs, with the capacity to provide services in English, Spanish, Portuguese and Creole, and the Service Provider will provide and/or ensure continuous quality improvement training to 100% of staff. The Service Provider will ensure that all staff and any subcontractor staff are appropriately qualified, consistent with Rules 65C-22, Florida Administrative Code, the State Child Care Resource and Referral Program Requirements, and any other applicable local, state, and

federal laws and regulations.

- F. 100% of Service Provider personnel, who, as part of their duties and responsibilities, spend forty hours or more per month in early care and education program(s), must submit to a local and state criminal records check within ten days of employment in accordance with Section 435.03(1), Florida Statutes, as applicable.
- G. 100% of services provided must be sensitive to special needs populations and other at-risk population groups as well as the general population of Broward County with geographically accessible service points, co-locating and/or out-posting at related agencies as possible.
- H. 100% of service availability shall occur on days and at times that meet the needs of the clients served.
- I. 100% efficient and effective external and internal communications systems shall be established and maintained including:
  - 1. Delineated points of contact for the program;
  - 2. The ability to send and receive faxes, e-mails, and electronic documents;
  - 3. The establishment, maintenance, and publication of a website that can be linked to other related sites and through which customers can receive access to information and services to the greatest degree possible based on available technology. The website must denote membership in the Early Care and Education Service System and publicize and link to the Coalition's website, as well as *Resource and Referral and Family Education and Supports* (ELC 1) website, *Eligibility Determination, Application Processing, Slot Management and Provider Payment* (ELC 2) website, *Child Screening System Coordination* (ELC 3) website, *Road to Child Outcomes* (ELC 4) website, *Child Care WAGES<sup>®</sup>* (ELC 5) website and *Broward Scholarship Administration* (ELC 6) website, denoting entry points for services, as specified:
  - 4. A telephone and computer system with the number of lines and bandwidth necessary to adequately serve the needs of the public.
- J. 100% of clients shall be proactively informed of complaint procedures, leading to formal, established grievance procedures. Persons applying for services shall be notified of the right to a review in cases of a determination of ineligibility or termination, suspension or reduction in services. The Service Provider shall report to the Coalition all parent and other complaints that activate a formal

grievance process, and their resolutions, or to request Coalition guidance. In case of dispute, the Coalition shall make the final determination of continued participant eligibility.

- K. 100% of customer service is evaluated for continuous quality improvement to assure the following criteria for customer (client/provider) satisfaction is met: cultural competency/sensitivity, sensitivity of services to special needs, customer friendliness, usefulness of services provided, efficiency of service, and convenience of hours and location of services.
- L. 100% of formal service linkage agreements and procedures, that are approved by the Coalition, with all Early Care and Education System Providers and pertinent community partners, shall be developed and reduced to writing within thirty (30) days after the date of execution of a contract, in order to coordinate services and prevent duplication, and shall be implemented, followed, and revised as needed. This paragraph shall be inclusive of the link to Broward County Child Care Licensing and Enforcement regarding communication about any change in status of, or critical incident with, any child care provider. Linkage agreements shall be actively implemented and maintained throughout the service year.
- M. 100% of programs provided by the Service Provider financed wholly or in part by state funds, including any funds obtained through this Contract, shall in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Service Provider's name) and Early Learning Coalition of Broward County, Inc." and the "Florida's Office of Early Learning." If the sponsorship reference is in written material, the words "Early Learning Coalition of Broward County, Inc." and "Florida's Office of Early Learning" shall appear in the same size letters or type as the name of the Service Provider. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with state or federal funds, all Service Providers receiving state or federal funds, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.
- N. 100% of required data shall be collected, input, and tracked in accordance with State of Florida and Coalition standards and requirements and reports including monthly key data and report requests made by the Coalition, shall be delivered complete and on time. State (FOEL) mandated technology systems shall be used and maintained, as applicable. The Service Provider shall ensure and employ the maximum use of available technology and information technology and linkages, in order to enhance access to and provision of services; inclusive of, but not exclusive to, the use of state mandated database systems. This includes monthly service reports and quarterly and annual summary reports on service data and performance standards, which include data analysis, demographic statistics and any applicable projections and



recommendations to the Coalition, as well as other ad hoc reports and information upon request to the Coalition or the State of Florida, FOEL or DOE.

- O. One Continuation of Operations Plan (COOP) shall be submitted to the Coalition's Contract Manager upon execution of the Contract. The COOP shall include the Service Provider's plans to continue operations during unforeseen circumstances whether natural or man-made disasters, local emergencies, or other emergency situations requiring significant changes in operations. The plan shall include pre-disaster planning, including but not limited to, record protections, alternative child care accommodations, supplies, and a recovery plan that would allow the Service Provider to continue functioning as per the executed Contract in the event of an actual disaster. The Service Provider shall maintain an electronic communication system to handle emergencies.
- P. Welfare Transition. The Workforce Development Board administers the Welfare Transition Program to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. Employment of Welfare Transition participants is a mutually beneficial goal for the Contractor and the Coalition in that it provides qualified entry level employees needed by many Contractors and provides substantial savings to the citizens of Florida. The Contractor or its agent must agree to notify the Workforce Development Board of all entry level employment opportunities associated with this Contract which requires a high school education or less. In the event that the Contractor or its agent employs a person who was referred by the Welfare Transition office, the Contractor will notify the Coalition.

\*Outputs listed above may be measured by a statistical sampling of the population that received the relevant service.

**Note: The Coalition reserves the right to require additional and/or altered objectives as determined through the negotiations process and to set monitoring standards for each objective listed.**

## **SECTION 5: FINANCIAL SPECIFICATIONS AND REQUIREMENTS**

### **5.1 FINANCIAL VIABILITY**

#### **5.1-A. Guidelines for Service Providers**

Service Providers responding to the ITN must:

- A. Attach a completed, signed IRS Form W-9.
- B. Attach a copy of the most recent financial audit completed by an independent Certified Public Accountant (CPA), including single audit and management letters if

applicable. The audit should be conducted in accordance with United States generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. This includes the newly issued auditor independence requirements defined by the General Accounting Office as described in the Yellow Book.

- C. The most current audit is defined as the audit performed during the last calendar year and must cover the Service Provider's prior fiscal year end financial statements.
- D. Financial Statements and additional financial information must be submitted in conformity with United States Generally Accepted Accounting Principles (GAAP). Additional financial information submitted will NOT be considered if it will cause the financial statements to be out of compliance with GAAP.
- E. The financial audit must have an unqualified opinion in order for the Service Provider to move forward in the process.
- F. Smaller Service Providers (those Service Providers with annual revenues less than \$500,000) may submit unaudited compiled financial statements prepared by a CPA as described below.
  - 1. If the Service Provider has less than \$500,000 in annual revenues; ***and***
  - 2. The Service Provider's request is for \$500,000 or less. The following guidelines would apply:
    - a. The Service Provider may submit unaudited financial statements that must be compiled by a Florida CPA, regardless of how long the organization has been in existence. An un-audited financial statement includes a Statement of Financial Position, a Statement of Activities, a Cash Flow Statement, and preferably Notes to the Financial Statements.
    - b. A three pronged financial viability tests will be conducted on the submitted unaudited financial statements as described herein.
    - c. If selected for funding, the agency must agree to provide an audit by an independent Florida CPA, 120 days after the end of fiscal year per the Core Contract.
- G. All Service Providers must demonstrate fiscal solvency, per a three-prong financial viability test utilized by the Coalition based on audited financial statements, with an unqualified opinion, or unaudited compiled financial statements.

#### **5.1-B. Financial Viability Tests**

Service Providers audited or compiled financial statements, as applicable per Section 5.1-A. will be subjected to the following three prong financial viability tests and are the

only source used to gather this information. If any one of the financial viability tests fall below the range, the Reply shall not proceed to the next level for further evaluation and review.

**A. The three prong financial viability tests are described below.**

1. **Current Ratio** (Current Assets divided by Current Liabilities) This test looks at the current assets a Service Provider has which can easily be changed into cash to pay current expenses. The higher the ratio, the easier it is to pay expenses. Current assets are defined as cash, cash equivalents, accounts receivable, prepaid expenses, inventories, and other items of value. Current liabilities include accounts payable, accrued expenses and liabilities, notes payable or short-term borrowings and the current portion of long-term debt. A result over 1 is required to meet an Acceptable rating. A result under 1 is considered a fatal flaw.
  
2. **Debt Ratio** (Total Liabilities divided by Total Assets) This test indicates the percentage of assets financed by liabilities (Example: purchasing equipment on credit cards without having the funds to pay the credit card bill). The lower the percentage the greater the Service Provider's financial stability. A fatal flaw would result if the ratio is greater than 1, meaning that the agency is operating with debt rather than cash. Acceptable rating is less than 1.
  
3. **Working Capital** - (Current Assets minus Current Liabilities) This test determines the working capital requirements. The Service Provider is required to have 1/12 of the Contract amount to ensure and maintain ongoing cash flow.

An available established Line of Credit as delineated in the Notes to the Financial Statements may be used in addition to the Working Capital to meet the 1/12 of the proposed Contract requirement. However, if a portion from the available line of credit is used to meet the minimum 1/12 of the Proposed Contract, an adjusted Debt Ratio must fall within the above parameters.

For example: if the Proposed Contract is \$30 million; the 1/12 requirement equals \$2.5 million. If the Service Provider has a Working Capital of \$1 million, and an available line of credit of \$10 million, the Service Provider may use \$1.5 million to make up the 1/12 proposed contract requirement. However, adjusting the total liabilities with the new drawdown should not cause the Service Provider to exceed a Debt ratio of greater than 100%.

**B. Subsequent Actions**

1. For those Service Providers scoring Acceptable, the Reply will be forwarded to the Evaluation Committee.
2. If any one of the financial viability test results falls below the Acceptable threshold, it is considered a Fatal Flaw and the Reply will not be submitted for further review. The Service Provider will be notified that their Reply failed to meet the financial viability review.

## **5.2 FINANCIAL AUDIT/MONITORING REQUIREMENTS OF CONTRACTORS**

Service Providers that are awarded a Contract with the Coalition may be subject to audits and/or monitoring by the Florida's Office of Early Learning and/or the Coalition and must adhere to Federal audit requirements as defined in OMB Circular A-133, as revised. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and OMB Circular A-133, as revised.

In connection with the audit requirements addressed in the preceding paragraph, the Contractor shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes (Florida Single Audit Act). This includes submission of a reporting package as defined by Section 215.97(2)(d), Florida Statutes, and compliance with all applicable Rules of the Florida Auditor General.

For any of the above requirements, copies of the audit report and any management letter by the independent auditors shall be submitted within 180 days after the end of the Contractor's fiscal year or within 30 days of the recipient's receipt of the audit report. The Contractor shall ensure that audit working papers are made available to the Coalition or its designee, upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Coalition.

## **5.3 FUNDING SOURCES**

This project is funded by General Revenue, Federal Funding, and local funding. Current funding figures and parameters are indicated in **Appendix A**, for background information only. Additional background information can be found in **Appendices B and C**. Applicants are advised that in reviewing the Core Contract (**Appendix D**), federal funds in excess of \$300,000 will be used with respect to each service.

## **5.4 COST ALLOCATION, ALLOWABLE COSTS, AND DISALLOWANCES**

All Contractors must submit a cost allocation plan developed in accordance with Federal and State requirements to the contract manager for Coalition approval prior to the execution of a Contract awarded from this ITN. The plan must describe allocation

methodologies used by the Contractor to claim expenditures for reimbursement under a Contract awarded from this ITN.

## **5.5 NONEXPENDABLE PROPERTY**

Nonexpendable property is defined as tangible personal property of a non-consumable nature that has an acquisition cost of \$1,000 or more per unit and an expected useful life of at least one year; and hardback bound books that are not circulated to students or the general public, the value or cost of which is \$250 or more. Hardback books with a value or cost of \$25 or more should be classified as other capital outlay (OCO) expenditures only if they are circulated to students or to the general public. All such property purchased under this Contract shall be listed on the property records of the Contractor. Said listing shall include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal and/or state share, date of acquisition, unit cost, property inventory number and information on the location, use and condition, transfer, replacement or disposition of the property. All such property, purchased under this Contract, shall be inventoried annually and an inventory report shall be submitted to the Coalition along with the final expenditure report.

A report of nonexpendable property shall be submitted to the Coalition along with the expenditure report for the period in which it was purchased. Title (ownership) to all nonexpendable property acquired with funds from this Contract shall be vested in the Coalition upon completion or termination of the Contract. At no time shall the Contractor dispose of nonexpendable property purchased under this Contract except with the permission of and in accordance with instructions from the Coalition. A formal Contract amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Contract budget. Title (ownership) to all vehicles acquired with funds from this Contract shall be vested in the Coalition and the Coalition shall be named an additional insured. The Contractor retains custody and control during the Contract period, including extensions and renewals.

## **5.6 INVOICING AND PAYMENT OF INVOICES**

- A. The Contract(s) resulting from this ITN will be based, as applicable on Unit Cost, and/or Cost Reimbursement methods.
- B. The Contractor(s) must submit the Coalition-approved invoice form to the Coalition on a monthly basis before the 14<sup>th</sup> day of the month following the provision of services. The invoice must be accompanied by approved supporting documentation based on the information presented in a Contractor's approved cost allocation plan.
- C. Payment of invoices by the Coalition to the Contractor is governed by Section 215.422, Florida Statutes.

## **5.7 COST APPLICATIONS**

- A. If the Contractor(s) engages in services and activities that may be similar with Contract services or utilize the same staff for unrelated services, said Contractor will provide documentation demonstrating that the costs supporting such activities are borne by funds other than those allocated by the Contract.

## **SECTION 6: STANDARD CONTRACTUAL REQUIREMENTS**

### **6.1 CORE CONTRACT**

- A. A sample draft of the Early Learning Coalition of Broward County Inc.'s Core Contract, **Appendix D**, contains additional general Contract terms and conditions required by the Coalition for all Contractors.
- B. Attachment I of the Contract resulting from this ITN will contain additional and/or amended Contract terms and conditions that will be required of the Contractor(s). The specific terms and conditions of the Attachment I will be developed following negotiations and determination of the program functions applicable to the Contract.

### **6.2 BONDING**

The Contractor(s) agrees to furnish a bond issued by a commercial surety company authorized to do business in the State of Florida by the Department of Insurance, with a rating of at least A- or better by A.M. Best and Company, signed by a Florida Licensed Agent. The bond will be conditioned to cover all officers, employees, and agents of the Contractor(s) authorized to perform, or handle funds received or disbursed, under this Contract. The bond shall be in an amount commensurate with the value of the service to be performed, the degree of risk as determined by the surety company and consistent with good business practice, and must be approved by the Coalition. If a surety company is rejected by the Coalition, such company may be substituted by the Contractor with a surety company acceptable to the Coalition, provided the contract amount does not increase. Further, the surety company must certify that it has read the ITN, evaluated the Contractor's backlog and work-in-progress in determining its bonding capacity. If subcontractors are involved, similar coverage(s) must be provided.

### **6.3 SUBCONTRACTORS**

- A. Services under this Contract may be subcontracted with the prior consent of the Coalition. The Contractor(s) shall be responsible for service delivery, monitoring and quality assurance of all subcontracts entered into in accordance with

this Contract. The Contractor(s) shall develop written procedures for monitoring of subcontracts. Monitoring of subcontractors by the Contractor(s) must occur annually at a minimum.

- B. The Contractor(s) may, only with the prior consent of the Coalition, enter into written subcontract(s) for the performance of certain of its functions under the Contract. Subcontractors known at the time of Reply submission and the amount of the subcontract shall be identified in a Contractor's response to this ITN. No subcontract which a Contractor enters into with respect to performance under the Contract resulting from this ITN shall in any way relieve a Contractor of any responsibility for performance of its duties. Payments to subcontractors shall be made by a Contractor. No payments to a Contractor, with respect to subcontracts, will be processed until all subcontracts are approved, in writing, by the Coalition.

#### **6.4 EQUIPMENT**

- A. The Contractor(s) shall maintain equipment as required and agreed upon with the Coalition contract manager to deliver agreed upon services.
- B. The Contractor(s) must maintain, at a minimum, personal computers, software, LAN standards and e-mail compatible with that of the Coalition.

#### **6.5 REPORTS**

- A. Where a resulting Contract requires the delivery of reports to the Coalition, mere receipt by the Coalition shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The Coalition reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting Contract. The Coalition, at its option, may allow additional time within which a Contractor may remedy the objections noted by the Coalition or the Coalition may, after having given a Contractor a reasonable opportunity to complete, make adequate, or acceptable, declare this Contract to be in default.
- B. The Contractor(s) shall complete and submit reports in accordance with specifications requested by the Coalition. The Contractor(s) shall provide additional ad hoc reports as requested by the Coalition.
  - 1. The Contractor(s) shall provide data information in a monthly management report, due to the contract manger no later than 14 calendar days following the end of service month, in a format specified by the Coalition, which will include programmatic and fiscal information.
  - 2. The Contractor(s) will be required to complete and forward to the

Coalition annually all necessary agency information for the completion of statewide form ACF-800, Child Care and Development Block Grant Report.

3. The Contractor(s) will be required to obtain and submit monthly, quarterly, annual, and ad hoc reports as needed to meet the requirements of the Federal and State government and the local Coalition and its funding sources.
4. The Contractor(s) will be required to maintain documentation of all services provided to families and providers and of all deliverables and contract requirements therein.

## **6.6 RECORDS AND DOCUMENTATION**

- A. The Contractor(s) must ensure compatibility with Florida's Office of Early Learning and the Coalition's information technology resources. In the event there is a question as to whether an item is compatible, the Coalition should be contacted.
- B. The Contractor(s) shall completely document the provision of services to each family and provider through the use of Coalition-approved software. Upon request, the Contractor(s) shall provide copies of all such documentation and records to the Coalition. During the term of this Contract, the Contractor(s) shall maintain records as required by this ITN, applicable law, and as directed by the Coalition. After termination of the Contract, the Contractor(s) shall be required to keep all records a period of 5 years. Active case files will be returned to the Coalition.
- C. The Contractor(s) shall maintain accurate and current customer information, which is updated on a routine basis.
- D. The Contractor(s) shall maintain the data necessary to assist the Coalition to assess success in achieving the established outcomes of this Contract and to assess success on a systemic level for strategic planning purposes.
- E. The Contractor(s) agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Contractor(s) further agrees to hold harmless, defend, and indemnify the Coalition from any claim or damage, including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Contractor(s) of confidential records at its expense.
- F. The Contractor(s) shall maintain all records required to be maintained pursuant



to the resulting Contract in such manner as to be accessible by the Coalition upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

## **6.7 MONITORING AND PERFORMANCE EVALUATION METHODOLOGY**

- A. The Contractor(s) agrees to fully cooperate with the Coalition in the conduct of both performance audits and financial audits.
- B. This component is intended to be in addition to other audit requirements found in other documents incorporated by reference in the resulting Contract and is not to be construed as a limitation upon them. The Contractor(s) agrees to include these audit and record keeping requirements in all approved subcontracts and assignments that result from this ITN.
- C. Quality Assurance. The Coalition shall conduct quality assurance reviews annually, at a minimum, during the Contract period to assess the quality of services provided to children and families under this Contract; to determine compliance with Coalition requirements; the extent to which key indicators of performance are being achieved; and to validate internal quality improvement systems and findings. The reviews will be conducted by a team that may include the Coalition's contract monitoring staff, a Coalition Board member, staff from Florida's Office of Early Learning, staff who are providing similar services in other areas of the state, and staff from other funding agencies who have received training in the Coalition's monitoring process. The review process shall include case file reviews and interviews with staff, families and community stakeholders and review of documentation supporting all contract deliverables. The Contractor(s) and any subcontractors shall fully cooperate with these reviews.
- D. The Contractor(s) shall comply with any coordination required or documentation requested by the Coalition in order to successfully complete the quality assurance review. The quality assurance review team shall have access to Contractor customer and service files, customer satisfaction surveys, and Contractor financial records. The Coalition reserves the right to monitor the program on-site without prior announcement to the Contractor(s).
- E. The Contractor(s) shall also establish and maintain an approved internal quality improvement process to assess its performance and that of its subcontractors.

## **6.8 CONTRACTOR UNIQUE ACTIVITIES**

- A. The Contractor(s) is solely and uniquely responsible for the satisfactory performance of the tasks described in the sections delineating

applicable Core Component Areas. By execution of the resulting Contract, the Contractor(s) recognizes its singular responsibility for the tasks, activities and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities and deliverables and agrees to be fully accountable for the performance thereof.

- B. The Contractor(s) and the Coalition, in the performance of the Contract, shall be acting as separate parties and not as agents, employees, partners, joint ventures, or associates of one another. Any employee or agent of one party shall not be construed to be the employee or agent of the other party for any purpose.
- C. When it has been notified in writing by the Coalition of any noncompliance requiring submission of a corrective action plan, the Contractor(s) shall develop a corrective action plan. Notification by the Coalition shall include a time within which the corrective action plan must be submitted, the duration of which shall be no longer than 30 days in the absence of a written agreement allowing a longer time.
- D. The Contractor(s) shall be knowledgeable of and in full compliance with all state and federal laws, rules and regulations as amended from time to time that do or may affect the subject areas of this Contract including but not limited to, the authorities listed in the sections delineating applicable Core Component Areas of this ITN. The Contractor(s) shall request technical assistance from the Coalition when deemed necessary to facilitate compliance with these authorities. The Coalition's failure to provide such technical assistance does not relieve the Contractor(s) of its responsibilities to ensure compliance with all state and federal laws, rules and regulations or performance under the terms of the Contract.

## **6.9 COORDINATION WITH OTHER ENTITIES**

- A. The Contractor(s) agrees to coordinate Early Care and Education services with other agencies in Broward County designated/selected to provide such services. This will include the other agencies providing similar or related services to the same age group in the community or region, the Child Care Training Coordination agency and other community partners of the Early Learning Coalition of Broward County, Inc.
- B. The Contractor(s) agrees to cooperate fully with any necessary transition plans prior to the service period.
- C. The Contractor(s) agrees to develop a working knowledge of other community social service agencies to facilitate appropriate referrals and partnership. The Contractor(s) must delineate in writing how it will collaborate

with these agencies to facilitate the provision of comprehensive, non-duplicative school readiness services that make maximum use of indigenous resources.

#### **6.10 COALITION OBLIGATIONS**

- A. The Coalition shall furnish guidance to the Contractor(s) in the areas of fiscal management and the Coalition's required standards for program quality, as required.
- B. The Coalition shall develop and adopt priorities and related performance standards and outcome measures, reimbursement rates, and parent fee scale annually.
- C. The Coalition shall evaluate overall compliance with the Contract requirements for the services described herein.

#### **6.11 COALITION DETERMINATIONS**

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

### **SECTION 7: INSTRUCTIONS FOR SUBMITTING A COMPETITIVE SEALED REPLY**

**A Service Provider may submit Competitive Sealed Replies to one or more of the Core Component Areas herein. One (1) complete original, *with original signatures*, and fourteen (14) additional complete copies of each Competitive Sealed Reply must be received for each of the Core Component Areas (ELC 3, ELC 4, and/or ELC 6) to which any one Service Provider may be replying. Thus, if a Service Provider submits a Competitive Sealed Reply for all three Core Component Areas, then the Service Provider must comply separately with all instructions and requirements of the ITN in each Competitive Sealed Reply so that it is a stand alone document, e.g., separate Acknowledge Forms, Title Pages, and Responses to all required portions of the ITN. Replies should then be submitted in separate sealed envelopes or boxes. Additionally, those replying should also submit each reply (including budget format) on a separate compact disk (CD) in an Adobe Portable Document Format (PDF) file, as well as a Microsoft Word, and Excel Format (for Budget forms or where appropriate). in the same sealed envelope or box containing the hard copy.**

Competitive Sealed Replies may be delivered by certified mail, by hand delivery, or by

an express mail carrier such as Federal Express, which provides proof of receipt by the Coalition.

**Competitive Sealed Replies must be prepared and submitted in the order that follows, for each Competitive Sealed Reply submitted:**

## **7.1 COALITION INVITATION TO NEGOTIATE AND ADDENDA ACKNOWLEDGEMENT**

The Coalition Limitation on Contacting Coalition and Invitation to Negotiate and Addenda Acknowledgement Form, **Appendix K**, must be signed and submitted as page one (1) of the Competitive Sealed Reply.

## **7.2 TITLE PAGE AND FATAL CRITERIA CHECKLIST**

Each copy of the Competitive Sealed Reply must include a completed Title Page and Fatal Criteria Checklist (**Appendix L**) as page two (2) of the Competitive Sealed Reply. The mandatory requirements are described as FATAL CRITERIA on the ITN Fatal Criteria Checklist (**Appendix L**). Failure to comply with all mandatory requirements shall render a Competitive Sealed Reply nonresponsive and ineligible for further evaluation. The Fatal Criteria list is as follows:

- (1) Was the Competitive Sealed Reply received by the time and date specified in the ITN?
- (2) Were one (1) original and fourteen (14) hard copies of Competitive Sealed Reply supplied and was this information also submitted as an electronic file on a CD?
- (3) Did the Competitive Sealed Reply include the original signed and dated Limitation on Contacting Coalition and Invitation to Negotiate and Addenda Acknowledgement Form (**Appendix K**)?
- (4) Did the Competitive Sealed Reply include the signed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Contracts/ Subcontracts (**Appendix M**)?
- (5) Did the Competitive Sealed Reply include the signed Acceptance of Contract Terms and Conditions (**Appendix G**) indicating that the Service Provider agrees to all Coalition requirements, terms and conditions in the ITN and the Coalition's Core Contract?
- (6) Did the Competitive Sealed Reply include the signed Statement of No Involvement form (**Appendix F**)?
- (7) Did the Competitive Sealed Reply include the signed Statement of Assurances (**Appendix H**)?
- (8) Did the Competitive Sealed Reply include the Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Entity Crimes

**(Appendix N)?**

- (9) Was the Competitive Sealed Reply (including all accompanying forms requiring signature) signed by a duly authorized officer of the applying organization and was proof of authorization included, if needed?
- (10) Did the Service Provider include the required Competitive Sealed Reply Guarantee (“Guarantee”) payable to the Coalition in the amount of **\$100,000.00 or 1% of the requested service budget amount (whichever is less)**, as specified in Section 2.10 of this ITN?
- (11) Did the Service Provider attach a completed, signed IRS Form W-9, as noted in Section 5.1-A.?
- (12) Did the Service Provider attach the most recent audited or compiled financial statements, as detailed in Section 5.1-A?
- (13) Did the Service Provider pass the Financial Test, as detailed in Section 5.1-B.?
- (14) Did the narrative include Attachments I and II and not exceed 60 pages, not inclusive of those attachments?

**7.3 INTRODUCTION TO RESPONSE NARRATIVE**

Page three (3) of the Service Provider’s Competitive Sealed Reply begins the narrative portions of the Reply. The Service Provider’s narratives must be single spaced on 8.5” x 11” paper. The narrative portions must use 12-point type, *Times New Roman* font, and must follow the exact sequence outlined below in Sections 7.3 A through C. The narrative portions in total (sections 7.3 A through C) may not exceed 60 pages. **Any narrative pages, not inclusive of narrative Attachments I and II, in excess of the maximum 60 will not be considered in the evaluation of the response.**

Page three (3) of the Competitive Sealed Reply must begin with a brief written introduction section that evidences the Service Provider’s understanding of the need for and purpose of, the project as presented in the ITN. The narrative sections described below must follow this introduction, in the sequence outlined below.

Service Providers should also review and address the Evaluation Criteria in **Appendix P**.

**7.3.1 ORGANIZATIONAL CONTEXT**

Provide a written narrative section titled “Organizational Context” that describes the Service Provider’s readiness to take on the applicable Core Component Area. The response to this item should describe, in the following order, the Service Provider’s:

- (1) Organizational history;

- (2) Current organizational structure, including a *current* organizational chart;
- (3) Understanding of and commitment to the goals and objectives of the Early Learning Coalition of Broward County, Inc.;
- (4) Understanding of and readiness to meet the mandates governing Early Care and Education services, including acknowledgement of a review of the best practices material, rules, policies, and requirements included on the following State of Florida Office of Early Learning website:  
<http://www.floridaearlylearning.com>;
- (5) Understanding of the demographics and Early Care and Education needs in Broward County;
- (6) Highlights of business plan describing how the organization intends to gear up for the applicable services and tasks, including any transition necessary;
- (7) Plan to encourage and support diversity in its staffing pattern;
- (8) Internal Quality Assurance/Quality Improvement techniques which ensure that services are effective, efficient, and user-friendly and meet all applicable standards and requirements, that tasks are accomplished, and that performance measures are met;
- (9) Letters of support from potential collaborative partners and key community stakeholders;
- (10) As Attachment I to the narrative section: The Service Provider shall submit a list of all agency funders and the programs funded by same for the past three (3) years.
- (11) Copies of monitoring reports completed by all funders of the Service Provider from 1/1/06 through 12/31/09, as well as Service Provider corrective action or other relevant responses to said monitoring, **may be requested** at a later date by the Procurement Committee, Evaluation Committee and/or the Procurement Negotiating Committee.
- (12) As Attachment II to the narrative section: Information regarding any prior or pending litigation, either civil, criminal or administrative (including, but not limited to investigations and license suspension), related to the provision of similar services, which may affect the performance of the services to be rendered, involving the Service Provider, its employees or officers, subcontractors or sub-consultants, within the last five (5) years. (Include the case style, case number, current status, final outcome, and whether the outcome was favorably or unfavorably). The Service Provider must also provide information regarding any judgment liens (excluding liens by contractors, suppliers or materialmen) against the Service Provider or Service Provider's property. If there has been no prior or pending litigation and no judgment liens as described herein, then provide a

statement indicating no litigation.

### **7.3.2 SERVICE PROVIDER APPROACH TO CORE COMPONENT AREA**

Provide a written narrative section entitled, "Service Provider Approach to Core Component Area," which details the Service Provider's approach to the Core Component Area, as delineated in the applicable section describing the requirements for that Core Component Area. The response to this item should describe how the Service Provider will meet and ensure the Core Service Component Goals and Objectives and the Additional Core Service Provider Responsibilities.

**This response must be organized to show the following with respect to how each of the Core Service Component Goals and Objectives and Additional Core Service Provider Responsibilities will be met and must be organized in the same order as they appear in this ITN:**

- (1) The specific kind and number of activities and services to be implemented that will support each objective and responsibility and staff expected to provide and support these activities;
- (2) The precise way that each objective and responsibility will be tracked and measured internally;
- (3) A demonstration of knowledge of and adherence to applicable laws, rules, and policies that govern each particular service delivery area.

### **7.3.3 MANAGEMENT INFORMATION SYSTEM**

Provide a written narrative section entitled "Management Information System", which details the Service Provider's management information system capacity. The response to this item should reference the information found in **Appendix I** and **Appendix J** and describe how the Service Provider will manage data for:

- (1) Internal quality improvement;
- (2) Reporting to the Coalition;
- (3) Managing and tracking service and performance measures;
- (4) Linking with required state data systems;
- (5) Linking with other related stakeholders.

Included in this description should be:

- (1) A description of the Service Provider's current management information system;
- (2) A plan to accomplish data requirements as specified in this ITN;

- (3) A plan for aligning records and documentation with automated data;
- (4) A plan for ensuring that all systems are consistent with the requirements of the Coalition and its Funders;
- (5) A plan for ensuring that the management information system has the capacity to handle multiple funding streams;
- (6) A plan for ensuring that the management information system has the capacity to handle the required volume of data in a reliable, efficient, time-efficient manner.

#### **7.4 PROPOSED BUDGET AND STAFFING PATTERN**

The Competitive Sealed Reply must include a Contract amount and proposed service numbers for the service(s) proposed subject to negotiation.

- A. The Competitive Sealed Reply **must include a three (3) year line item budget utilizing the forms included in Appendix E. These forms are available on the CD that was included in this packet.** The proposed budget must be clearly delineated by core function areas within the Core Component as proposed, must *directly relate* to the services described in the **SERVICE PROVIDER APPROACH TO CORE COMPONENT AREA narrative** and must be broken down by core function areas and numbers of services proposed in each area within the Core Component as proposed by the Service Provider **and a unit cost for providing each function area must be delineated in the reply.**
- B. Proposed staffing pattern and proposed organizational structure, including a proposed organizational chart for the program and proposed job descriptions for key positions, inclusive of approximates of percent of proposed time spent on each function outlined in the job description.
- C. Indirect charges must be delineated, **only if they cannot be specifically allocated to a particular cost objective, program, or service category.**

#### **7.5 REQUIRED SERVICE PROVIDERS' STATEMENTS OR CERTIFICATION**

The following must follow the narrative sections described above in the Competitive Sealed Reply:

- A. **ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS**  
The Competitive Sealed Reply must include a signed statement in response to the ITN indicating acceptance of the terms and conditions governing the provision of services as specified in the ITN and contained in the resulting



Contract (**Appendix G**), a sample copy of which may be found in **Appendix D**.

- B. **STATEMENT OF NO INVOLVEMENT** The Competitive Sealed Reply must include a signed statement indicating that neither the Service Provider nor any person with an interest in the firm had a noncompetitive contract involving any of the preliminary work such as preparing the ITN. The Statement of No Involvement signature form may be found in **Appendix F**.
- C. **STATEMENT OF ASSURANCES** The "Statement of Assurances" in **Appendix H** must be signed and witnessed and included in the Competitive Sealed Reply.
- D. **CERTIFICATION REGARDING DEBARMENT** the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" in **Appendix M** must be included in the Competitive Sealed Reply.
- E. **SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES** The "Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, on Entity Crimes" in **Appendix N** must be included in the Competitive Sealed Reply.

## **7.6 COST OF PREPARATION OF COMPETITIVE SEALED REPLY**

The Coalition is not liable for any costs incurred by a Service Provider in responding to this Invitation to Negotiate, negotiation with the Coalition, and/or participation in this procurement process.

## **7.7 NUMBER OF COPIES REQUIRED**

An original (with original signatures) and 14 hard copies of each Competitive Sealed Reply are required. At least one copy of the Competitive Sealed Reply submitted to the Coalition must contain original signatures of an official of the Service Provider who is authorized to bind the Service Provider to its Competitive Sealed Reply. Additionally, those replying should also submit their replies (including budget format) as an electronic file on a compact disk (CD) in an Adobe Portable Document Format (PDF) file, as well as a Microsoft Word, and Excel Format (for Budget forms or where appropriate).

## **7.8 HOW TO SUBMIT A COMPETITIVE SEALED REPLY**

Competitive Sealed Replies must be hand delivered to the Coalition offices or delivered by certified mail by 3/14/13. Competitive Sealed Replies sent via facsimile or e-mail will **not** be accepted. One original and 14 hard copies of Competitive Sealed Reply packages must be delivered, sealed and marked on the outside of each of the packages (sealed envelope or box is acceptable): "RESPONSE TO ITN" and contain the Service

Provider's name and address and note to which Core Component Area the Service Provider is responding with the reply contained in that package (ELC 3, ELC 4, or ELC 6). Those replying must also submit their replies (including budget format) as an electronic file on a CD in an Adobe Portable Microsoft Word and Excel Document Format (PDF) file, , as well as a Microsoft Word, and Excel Format (for Budget forms or where appropriate) and said CD must be included in the reply package (sealed envelope or box).**THE SERVICE PROVIDER IS RESPONSIBLE FOR ENSURING THAT THE COALITION RECEIVES ALL REQUIRED MATERIAL PRIOR TO THE DEADLINE, IN THE MANNER REQUIRED AND AT THE TIME AND PLACE REQUESTED IN THIS ITN.**

Any untimely Competitive Sealed Reply shall be rejected and returned unopened and unevaluated.

A completed Competitive Sealed Reply consists of the following:

- (1) Cover Page (signed and dated, Early Learning Coalition of Broward County, Inc., Limitation on Contacting Coalition and Invitation to Negotiate and Addenda Acknowledgement Form indicating the total number of pages in the Competitive Sealed Reply, included in this document as **Appendix K**);
- (2) Completed Title Page and Fatal Criteria Checklist (**Appendix L**);
- (3) Response: Service Provider narrative responses to each of the requirements listed in **Sections 7.4 A through C (Cannot exceed 60 pages, not inclusive of narrative Attachments I and II)** as well as a three-year budget and staffing requirements as listed in **Section 6.4 and Appendix E**.
- (4) Signed Service Provider's statements or certifications (**Appendices F, G, H, K, M, and N**);
- (5) Competitive Sealed Reply Guarantee, as detailed in Section 2.10;  
\*If one Guarantee is being submitted by a single Service Provider who is submitting multiple Competitive Sealed Replies, said Service Provider shall include this Guarantee in one of the Competitive Sealed Replies submitted and shall note its location on the Fatal Criteria Checklist (**Appendix L**) for each Reply submitted;
- (6) Completed, signed IRS Form W-9;
- (7) Audit or audited financial statements, as required per Section 5.1-A.

## **SECTION 8: COMPETITIVE SEALED REPLY EVALUATION CRITERIA AND RATING SHEET**

### **8.1 EVALUATION CRITERIA AND ITN SCORING METHODOLOGY**

The Evaluation Committee process will assess each Service Provider's response. Competitive Sealed Replies will be assessed using the score sheets in: **Appendix P**. These sheets contain evaluation criteria and indicators to assess the degree to which the Service Provider's response meets the criteria specified in this document. The criteria have weighted values relative to their importance. The evaluation will consider the Service Provider's plans to maintain and/or develop effective strategies and to efficiently use and allocate resources. Criteria will be assessed and awarded a point value by each committee member. Evaluation scores for each Competitive Sealed Reply will be averaged to assign one score to each Service Provider's response.

**Early Learning Coalition of Broward County, Inc.  
Funding Amounts  
For 2012-2013 Fiscal Year, current as of 12/30/2013**

- Florida's Office of Early Learning (FOEL)  
Funding Amount to the Coalition for Broward County (SR) \$42,897,563  
(includes \$1,674,408 in Child Care Executive Partnership dollars)
  - Funding Amount to the Coalition for Broward County (VPK) \$39,750,463  
(includes \$94,464 in Outreach and Awareness Distribution)
  - Children's Services Council of Broward County  
Funding Amount to the Coalition (Slots) \$4,973,750
- 

**2012-2013 Local Match Monies include:**

- 6% local match for income eligible group  
\$777,100
  - Child Care Executive Partnership local match
    - From Broward County Human Services Department \$1,401,500
    - From Children's Services Council  
of Broward County (out of, not in  
addition to the \$6 million total  
listed above) \$865,958
    - From local businesses \$782,471
- 

**Funding is allocated in accordance with parameters which include:**

- Minimum of 72% of Florida's Office of Early Learning (FOEL) funding must be spent on direct services
- Minimum of 4% of FOEL funding must be spent on quality enhancement
- Gold Seal payments may be counted as either slots or quality, dependent on the state's need to balance out the above parameters on a statewide basis
- Quality Initiative dollars, allocated through FOEL, must be used for quality, and 85% of that must be used for infant and toddler quality enhancements
- Child Care Executive Partnership dollars, allocated through FOEL, must be used to support slots and slot services for the income eligible group, and must have 100% local match
- Children's Services Council dollars currently support financially assisted school readiness services for the income eligible population and related eligibility and indirect costs, and quality enhancement services

**The above listed figures and parameters are based on current fiscal year funding. All funding is subject to availability.**

**Contract Amounts**  
Fiscal Year 2012/2013

<u>Contracts</u>		<u>Contract Amount</u>
<b><u>Broward County</u></b>		
ELC 4-1	Quality Assurance Services/Quality Rating System	\$ 510,461
ELC 4-2	Quality Assurance Services/Health and Safety and VPK Monitoring	76,141
<b><u>Family Central, Inc.</u></b>		
ELC 1	Resource and Referral and Family Education and Supports	1,613,529
ELC 1	VPK Services	67,010
ELC 2	Elig. Determination, Appl. Processing, Slot Mgt and Provider Payment (SR)	2,679,946
ELC 2	Elig. Determination, Appl. Processing, Slot Mgt and Provider Payment (VPK)	1,164,389
ELC 3	Quality Improvement Supports	1,767,184
ELC 5	Child Screening and Assessment Services	876,358
<b><u>The School Board of Broward County</u></b>		
ELC 6	Florida First Start	474,777
<b><u>The Children's FORUM</u></b>		
ELC7-1	Child Care WAGES <sup>®</sup>	486,741
ELC7-2	Professional Development Scholarship Administration	214,814

Early Learning Coalition of Broward County, Inc.  
 Service Data  
 2011/2012

From 7/01/11 through 6/30/12, for all Coalition Dollars Reporting Period information:

<b>ACTUAL SERVICE DATA (7/1/11 through 6/30/12)</b>	
<b>SR Children Served</b>	<b>VPK Children Served</b>
16,174	17,072
<b>SR Families Served</b>	<b>VPK Families Served</b>
9,578	16,722
<b>SR Providers</b>	<b>VPK Providers</b>
708	492

<b>School Readiness Service Data</b>	
Special Needs Children Served	<b>293</b>
School Age Children	<b>4,404</b>
Preschool Ages 3, 4 and 5	<b>6,199</b>
2 year old Children	<b>2,436</b>
Infant and Toddlers	<b>2,842</b>

***The above listed figures are for background purposes only and do not imply future funding availability or service expenditures.***

**EARLY LEARNING COALITION OF BROWARD COUNTY, INC.  
SAMPLE CONTRACT**

**(Note: As this is a sample contract. Attachments referenced in this sample contract are not attached herein and are not intended to refer to Attachments to the ITN document.)**

**EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**

**CONTRACT # \_\_\_\_\_  
FISCAL YEAR: \_\_\_\_\_, 20xx – \_\_\_\_\_, 20xx**

**THIS CONTRACT** is between the **Early Learning Coalition of Broward County, Inc.**, hereinafter referred to as the “*COALITION*,” and \_\_\_\_\_, hereinafter referred to as the “*CONTRACTOR*.”

**A. Description**

This state term, standard core contract is procured through the cost reimbursement method in accordance with Chapter 287, Florida Statutes and the 20xx-20xx Grant Agreement between the Florida’s Office of Early Learning and the Early Learning Coalition of Broward County, Inc., for \_\_\_\_\_ services. The CONTRACTOR agrees to provide services on behalf of the COALITION as set forth in those certain documents attached to this state term, standard core contract entitled “attachment” and labeled 1 through 5 (hereinafter referred to as the “Attachments”) and in accordance with the terms and conditions in this state term, standard core contract (the state term, standard core contract and the Attachments hereinafter referred to collectively as the “Contract”).

**B. Term**

This Contract shall begin on \_\_\_\_\_, 20xx and shall end on \_\_\_\_\_, 20xx . The COALITION shall not be obligated to pay for costs incurred related to this Contract prior to its beginning date or after its’ ending date, unless otherwise agreed to in writing between the parties.

**RENEWAL:**This Contract may be renewed by the COALITION for a term not to exceed a total of five (5) years or for the term of the original Contract, whichever is longer. Contract renewals are limited to one-time occurrence. Such renewal shall only be made in the following manner: a) by mutual written agreement between the COALITION and the CONTRACTOR b) shall be contingent upon satisfactory performance evaluations as determined by the COALITION and c) shall be subject to the availability of funds to the COALITION. Any renewal shall be subject to the same terms and conditions as set forth in the initial Contract. In the event the CONTRACTOR seeks renewal of the Contract, the CONTRACTOR shall forward to the COALITION a written correspondence requesting that the COALITION renew the Contract no later than sixty (60) days prior to the expiration of the Term of the Contract. Notwithstanding the foregoing, in no event shall the COALITION be required to renew the Contract with CONTRACTOR. A renewal shall not include any compensation for costs associated with the renewal. Exception purchase contracts as set forth pursuant to 3(a) and (b) of the 20xx-20xx Grant Agreement between Florida’s Office of Early Learning and the Early Learning Coalition of Broward County, Inc may not be renewed by the COALITION and the CONTRACTOR.

**C. Contract Payment and Availability of Funding**

This Contract shall not exceed **\$0.00** for \_\_\_\_\_ services. The COALITON’S obligation to pay under this Contract is contingent upon the annual appropriation by

the State of Florida Legislature and availability of any and all applicable federal, state and local funds. The COALITION shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an “annual appropriation” of funds to comply with this Contract. If such funds are not appropriated or available for this Contract’s purpose, such event shall not constitute a default by the COALITION. The COALITION agrees to notify the CONTRACTOR in writing at the earliest possible time if funds are not appropriated or available. The Contract amount shall be more specifically described in **Exhibit A and Composite Exhibit B of Attachment I** to this Contract.

#### **D. Governing Laws**

##### **1. State of Florida**

**a. Early Learning Programs:** The CONTRACTOR agrees that this Contract shall be performed, administered, executed and enforced in all respects in accordance with all applicable laws, rules, and regulations of the State of Florida, including but not limited to the School Readiness (“SR”) Act, Section 411.01, Florida Statutes; Section 411.0101, Florida Statutes (Child Care and Early Childhood Resource and Referral); Section 411.0102, Florida Statutes (Child Care Executive Partnership Act); Section 411.011, Florida Statutes (Child Care Records of Children in School Readiness Programs); Chapter 1002, Florida Statutes (VPK Act); Section 215.97, Florida Statutes (Single Audit Act); OMB Circulars A-110, A-122 and A-133, as applicable; Child Care Development Fund (CCDF) Block Grant, 42 USC § 9858 et seq. and Section 418 of the Social Security Act, as amended by Title VI of the Personal Responsibility and Work Opportunity reduction Act, 42 USC § 618; Provisions of the current approved CCDF State Plan; all applicable parts of 45 CFR including but not limited to: Temporary Assistance for Needy Families, 42 USC § 601 et seq., provision of the current approved TANF State Plan; Chapter 6M-4, Florida Administrative Code (“FAC”) Chapter 6M-8, FAC, Chapter 6M-9, FAC; The Florida Department of Financial Services-Reference Guide for State Expenditures; the most recent HHS Grant Policy Statement along with applicable federal policies generally described therein; and background screening requirements that comply with all applicable federal, state and local laws and regulations.

**b.** The CONTRACTOR agrees that this Contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the Contract. The parties further agree that Broward County shall be the venue of any legal action between the parties.

**c.** The 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, Florida Statutes, and in any subsequent amendments to any of these statutes, and shall not release any information regarding any of the children in the child care/voluntary pre-kindergarten arrangements, or the family of children in the child care/voluntary pre-kindergarten arrangements, except as specifically authorized by these statutes. The CONTRACTOR hereby acknowledges that failure to abide by the requirements of these statutes constitutes a criminal offense as set forth in Section 39.205, Florida Statutes. The CONTRACTOR further agrees to comply with Section 411.011, Florida Statutes as it relates to records of children in the school readiness program and Section 1002.72, Florida Statutes as it relates to the Voluntary Pre-kindergarten Education (VPK) Program.

**d.** The CONTRACTOR shall establish and comply with a policy regarding criteria for appointing employee positions as positions of special trust, which meet or exceed the requirements established in Section 110.1127(3)(a), Florida Statutes. The CONTRACTOR shall designate those employee positions, contracted employee positions, intern positions, or volunteer positions that because of the special trust or responsibility or sensitive location of those positions, require that persons occupying those positions be subject to a security background check. At a



minimum, the policy must treat positions of special trust to include positions in which individuals have contact with children for 15 hours or more per week or have access to confidential information.

e. By the execution of this Contract, the CONTRACTOR agrees to fully comply with the most current Grant Agreement between Florida's Office of Early Learning and the Early Learning Coalition of Broward County, Inc., to the extent that any provision of this Contract is silent as to expected performance or conditions.

## 2. Federal Law

### a. CCDF and TANF:

The CONTRACTOR shall ensure that all its activities under this Contract shall be conducted in conformance with any applicable regulations promulgated under the Child Care and Development Fund (hereinafter referred to as "CCDF"), all applicable Parts of 45 C.F.R. including but not limited to parts 74, 80, 84, 86, 87, 90 -93, 98 and 99; the Temporary Assistance for Needy Families Program (hereinafter referred to as "TANF"), 42 U.S.C. §601 et seq., and other applicable federal regulations and policies promulgated thereunder.

### b. Unauthorized Aliens:

The CONTRACTOR agrees that unauthorized aliens shall not be employed. The CONTRACTOR agrees to comply with the requirements of the Personal Responsibility and Work Opportunity Reconciliation Act and Florida Executive Order 11-02 and 11-116. Compliance by the CONTRACTOR includes, but shall not be limited to the utilization of the U. S. Department of Homeland Security's E-Verify System as it pertains to the recruitment and retention of personnel for the CONTRACTOR. The COALITION shall consider the employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral cancellation of this Contract by the COALITION.

### c. Clean Air and Water Act:

When applicable, if this Contract is in excess of \$100,000, the CONTRACTOR shall comply with all applicable standards, orders or regulations issued under Section 306 of the Clean Air Act as amended (42 U.S.C. 7606), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. Part 25). The CONTRACTOR shall report any violation of the above to the COALITION.42 usc 7401, 33 usc 1251 et seq]

### d. Lobbying:

Funds received by CONTRACTOR under this Contract may not be used for lobbying purposes pursuant to Florida and Federal Law, including but not limited to, Section 216.347, Florida Statutes and 45 C.F.R. §93.

When applicable, if this Contract is in excess of \$100,000, the CONTRACTOR must, prior to this Contract's execution, complete the *Certification Regarding Lobbying* form, included in this Contract as **Attachment 3(C)**. If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required, it may be obtained from the COALITION'S Contract Manager. All disclosure forms as required by the *Certification Regarding Lobbying* form must be completed and returned to the COALITION'S Contract Manager.

### e. Debarment and Suspension:

When applicable, as required by the regulation implementing Executive Order 12549, Debarment and Suspension 29 C.F.R. Part 98, the CONTRACTOR must provide assurances that it is not presently nor previously within a three-year period preceding the effective date of this Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. The CONTRACTOR shall provide assurances of compliance as certified in **Attachment 3(B)** entitled *Certification Regarding Debarment, Suspension and Other Responsibilities - Primary Covered Transaction*.

**f. Drug-Free Workplace:**

Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 C.F.R. Part 98, subpart F, the CONTRACTOR shall provide a drug-free workplace as certified in **Attachment 3(D)** entitled *Certification Regarding Drug-Free Workplace Requirements*. [2 CFR ss 382.400, 182, 29 CFR 94?]

**g. Equal Employment Opportunity (E.E.O):**

The CONTRACTOR agrees that it shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 C.F. R. Part 60, if applicable.

**h. Pro-Children Act:**

The CONTRACTOR agrees to comply with the Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved subcontracts.

**i. Non-Discrimination and Harassment-Free Workplace:**

The CONTRACTOR, as certified in **Attachment 3(E)** shall not discriminate against any employee employed in the performance of a Contract, or against any applicant for employment because of race, creed, color, handicap, national origin, sexual orientation, marital status, age, religion, or gender. The CONTRACTOR shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management. The CONTRACTOR agrees to insert a similar provision in all subcontracts that shall meet the requirements as set forth in Public Law 105-220, Section 188.

**j. Energy Policy and Conservation Act:**

The CONTRACTOR agrees that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [45 CFR 92.36 (i)]

**k. Construction or Renovation of Facilities Using Program Funds:**

The CONTRACTOR is aware that pursuant to 45 C.F.R. Section 98.54(a)(2)(b), CCDF funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. However, if any property has been constructed or substantially renovated, through the use of state or federal funds received from the COALITION, the COALITION shall file a lien against the property. This clause shall not supersede any other applicable state or federal prohibition on the use of program funds for purchase or improvement to buildings or real property.

**l. School Readiness Citizenship and Immigration Status:**

The CONTRACTOR agrees to verify the citizenship and immigration status of beneficiaries of the School Readiness program and to ensure that a child is a U.S. citizen, U.S. noncitizen national or qualified alien. The federal Child Care and Development Fund (CCDF) is subject to requirements of the *Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA)*. Title IV of PRWORA requires programs offering federal public benefits to verify the citizenship and immigration status of beneficiaries of those benefits.

**E. Audits and Records Retention Requirements.**

1. Representatives of the COALITION, the Chief Financial Office of the State of Florida or the Auditor General of the State of Florida, or representatives of the Federal government and their duly authorized representatives shall have access, for purposes of examination to any books, documents, papers and records of the CONTRACTOR as they may relate to this Contract.

2. The CONTRACTOR shall establish and maintain books, records and documents, including electronic storage media and electronic records, in accordance with generally accepted accounting

procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the COALITION under this Contract.

3. The CONTRACTOR shall ensure that accounting records reflect the separation of all programs/activities it administers or for which it receives funding. Records shall adequately identify the source and application of funds by Other Cost Accumulators (OCA) for each program/activity. A clear audit trail shall exist showing the benefit received from each expenditure, as it relates to the applicable program/activity.

4. When applicable in accordance with **Attachment 2** of this Contract, the CONTRACTOR shall provide an annual financial and compliance audit to the COALITION within thirty (30) days of CONTRACTOR'S receipt of said audit and also ensure that all related party transactions are disclosed to the auditor.

5. The CONTRACTOR shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

6. The CONTRACTOR shall retain and maintain all CONTRACTOR records, financial records, supporting documents, statistical records and any other documents or expenditures (including electronic storage media) pertinent to this Contract for a period of five (5) years from date of submission of the final reimbursement request for the grant year after termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings through litigation or otherwise.

7. The CONTRACTOR shall cooperate with the COALITION to facilitate the duplication and transfer of any records or documents, upon request of the COALITION and such records shall remain immediately accessible to the COALITION, its agents and federal and state officials regarding the requirements of this Contract.

8. The CONTRACTOR shall comply with the confidentiality provisions and the record retention requirements of Sections 119.021, 411.0101, 456.057, and 1002.72, Florida Statutes, where applicable. The CONTRACTOR shall also comply with all privacy measures of the Health Insurance Portability and Accountability Act (HIPPA), if applicable.

#### **F. Use of Funds and Corrective Action Plans**

2. In order for the COALITION to effectively administer and safeguard the effective use of state and federal funds for the early learning programs connected with this Contract, the COALITION, its agents, and Federal and State officials shall have the right to inspect any records, papers, documents, facilities, goods, and services of the CONTRACTOR that are relevant to this Contract. The COALITION shall also have the right to interview any clients, employees, subcontractors, consultants, and participants of the early learning programs to assure that: (1) the funds received from the COALITION are being expended in accordance with this Contract and (2) quality services are being delivered by the CONTRACTOR or its subcontractors. Such inspection shall be done during regular business hours upon reasonable notice to the CONTRACTOR and with the cooperation of the CONTRACTOR, the CONTRACTOR'S fiscal agent or service providers, so as not to disrupt services.

3. Following an inspection, the COALITION shall deliver to the CONTRACTOR a written report of its findings. The CONTRACTOR shall be requested to develop a corrective action plan for any deficiencies noted. The CONTRACTOR hereby agrees to correct all noted deficiencies within the agreed upon period of time set forth in the corrective action plan.

4. The CONTRACTOR shall include the requirements for inspection as required by this paragraph in any subcontracts, rate agreements or certificate/voucher agreements, if applicable.

5. The CONTRACTOR shall return to the COALITION or its designated agent, any overpayment or disallowed costs under federal and/or state law, regulation or rule, which is paid contrary to the terms and conditions of this Contract. Overpayments and disallowed costs shall be paid within thirty (30) calendar days (or other timeframe in accordance with FOEL File No. 240.01) of issuance of written notice by the COALITION or from discovery by CONTRACTOR. Should repayment not be made in a timely manner, the COALITION shall be entitled to charge a lawful rate of interest on the outstanding balance. Refunds should be sent to the COALITION, made payable to the “Early Learning Coalition of Broward County, Inc.” Interest earned on advances under this Contract shall be reported and returned to the COALITION on a quarterly basis. The CONTRACTOR shall not receive an advance for any school readiness program related funds until all previously advanced school readiness related funds have been repaid.

6. The COALITION reserves the right, upon written notice, to withhold funds, in whole or in part, for non-performance or non-compliance with terms and conditions of the Contract, or state and/or federal regulations until such time the COALITION determines that the CONTRACTOR has corrected its performance and is in full compliance with the Contract. Written notice shall be delivered by mail with proof of delivery or in person with proof of delivery as set forth in the Contract.

The COALITION’S written notice shall detail the COALITION’S findings of non-performance or non-compliance as well as the timeliness for submitting a corrective action plan and correcting the deficiencies. In order to ensure funds are not withheld, the CONTRACTOR shall respond to the notice within thirty (30) days or the timeline specified and provided a corrective action plan that addresses all of the noted deficiencies. If the corrective action plan is approved by the COALITION, the CONTRACTOR shall implement the corrective action plan within the timeframe prescribed by the COALITION. Failure to respond in writing and submit a subsequent corrective action plan within (30) days, or other timeline specified by the COALITION, may lead to funds being withheld from the CONTRACTOR. Failure to comply with a corrective action plan may also lead to the termination of this Contract as set forth in Section DD of this Contract. The COALITION shall be the final authority regarding the validity of deficiencies pursuant to properly submitted corrective action plan. Once the COALITION determines that the corrective action has been successfully implemented and the CONTRACTOR is in compliance with the Contract, the COALITION will re-instate the funds previously withheld by the COALITION.

#### **G. Invoicing**

Invoicing for the CONTRACTOR’S services shall be made in accordance with the terms specified in **Attachment 1**, with an option of a one-month advancement of funds as consistent with applicable Florida’s Office of Early Learning (“FOEL”) policies. The CONTRACTOR shall be reimbursed for allowable expenditures incurred pursuant to the terms and conditions of this Contract. Regular monthly payments shall not be authorized until the COALITION’S Contract Manager has received a properly completed invoice and has approved the final report(s) for all service tasks related to the work completed during the month. The CONTRACTOR shall comply with the 20xx-20xx Grant Agreement between Florida’s Office of Early Learning and the Early Learning Coalition of Broward County, Inc., for any Category 2 purchase, as defined by Section 287.017 Florida Statutes. For purposes of this Contract, any action in Section 287.057(5) that requires agency head approval shall require approval from the COALITION. Purchasing of any recycled products or materials which are the subject of, or are required to carry out this Contract shall occur in accordance with the provisions of Sections 403.7065, and 287.045, Florida Statutes.

The CONTRACTOR shall submit the final invoice for payment to the COALITION no later than forty (40) calendar days after this Contract ends or is terminated. If the CONTRACTOR fails to do

so, all rights to payment are forfeited and the COALITION shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld at any time until all reports due from the CONTRACTOR and necessary adjustments thereto have been approved by the COALITION.

#### **H. Information Resource Acquisition**

The CONTRACTOR shall obtain prior written approval from the COALITION approving authority for the purchase of any Information Technology as the term is defined in Section 282.0041, Florida Statutes that is made as part of this Contract. The CONTRACTOR agrees to seek said prior approval by means of the most current state approved form, available from the COALITION'S Contract Manager, who shall serve as liaison between the CONTRACTOR and the approving authority.

#### **I. Recording of Property for Inventory Purposes and Nonexpendable Property**

1. Pursuant to 69I-72.002, F.A.C., all tangible personal property with a value or cost of \$1,000.00 or more and having a projected useful life of one (1) year or more shall be recorded in the state's financial system as property for inventory purposes. Any hardback book with a value or cost of \$25.00 or more and having a useful life of one (1) year or more that is circulated to students or the general public, and any hardback book with a value or cost of \$250.00 or more that is not circulated shall be recorded in the state's financial system as property for inventory purposes. "Cost" is used if the property is purchased and represents the purchase price of the property item; "value" is used if the property is donated and represents the fair market value of the property item at the date of donation.

2. The CONTRACTOR shall inventory annually and maintain accounting records for all non-expendable property purchased under this Contract in accordance with OEL File 240.02, relevant Florida Statutes, OMB circulars and administrative rules, and shall submit an inventory report to the COALITION with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number; description of the item(s); physical location; name, make or manufacturer, year and/or model; manufacturer's serial number(s); date of acquisition and the current condition of the item.

3. At no time shall the CONTRACTOR dispose of non-expendable property purchased with the COALITION'S funds under this Contract for these services without the written permission of and in accordance with instructions from the COALITION.

4. Immediately upon discovery, the CONTRACTOR shall notify the COALITION, in writing, of any nonexpendable property loss with the date and reason(s) for the loss.

5. The CONTRACTOR shall be responsible for the correct use of all nonexpendable property furnished under this Contract.

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

7. In accordance with FOEL File 240.02, title (ownership) to all property (not limited to purchases exceeding \$1,000) and including all computer hardware and software acquired with funds from this Contract shall be vested in the COALITION and said property shall be transferred to the COALITION upon completion or termination of this Contract unless otherwise authorized in writing by the COALITION. In addition to the nonexpendable property identified above, the CONTRACTOR shall maintain a separate list of property that has a useful life greater than one year that shall be returned to the COALITION upon termination of this Contract. Items that should be maintained on this supplemental inventory list shall include, but not be limited to, chairs, desks, and other furniture, calculators, cameras, computers, printers, facsimile equipment, copiers, books, and other property that represent resources that are not categorized as office supplies or depleted as such.

8. The CONTRACTOR shall comply with the provisions of 45 C.F.R. 74.32, for real property, 45 C.F.R. 74.34 for equipment, and 45 C.F.R. 74.35 for supplies.

**J. Sponsorship/Public Announcements**

1. If CONTRACTOR sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract in accordance with Section 286.25, Florida Statutes, it shall in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (CONTRACTOR’S name) and Early Learning Coalition of Broward County, Inc. If the sponsorship reference is in any written material, the words “Early Learning Coalition of Broward County, Inc.” shall appear in the same size letters or type as the name of the CONTRACTOR.

2. Use of state logos shall be limited to those logos approved by the applicable approving agency pursuant to Florida Statute and/or the Florida Administrative Code. The COALITION shall provide the CONTRACTOR with state logos that are approved by the applicable approving agency pursuant to Florida Statute and/or the Florida Administrative Code. .

3. The CONTRACTOR agrees that, in accordance with Public Law 103-333, Section 508, when issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with state or federal funds, all Contractors receiving state or federal funds, shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and the percentage, and (3) dollar amount of the total cost of the project or program that will be financed by non-governmental sources. For purposes of complying with this section, the percentage and dollar amount of federal funds are those shown on **Exhibit A** to this Contract.

**K. Public Entity Crime**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in the 20xx-20xx Grant Agreement between Florida’s Office of Early Learning and the Early Learning Coalition of Broward County, Inc , for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Furthermore, the CONTRACTOR shall provide a sworn statement of compliance as certified in **Attachment 3**. By execution of this Contract, the CONTRACTOR acknowledges that it is in compliance with this section and that it will require any and all subcontractors providing services under this Contract to acknowledge that they are also in compliance with this section.

**L. Personnel**

The CONTRACTOR shall maintain sufficient staff to deliver the agreed upon services required by this Contract as set forth in **Attachment 1** to this Contract.

All personnel specified in **Composite Exhibit B** on Personnel Budget Narrative, Quality Assurance Service/ Quality Rating System, Form B-3 of **Composite Exhibit B**: page xx, shall be considered essential to the work to be performed. In the event of a proposed change to such personnel through substitution or diversion of personnel from the project, the CONTRACTOR shall notify the COALITION in writing and submit a proposed Form B-3 of **Composite Exhibit B**, within five (5) business days of the effective date of the proposed change. No changes may be made to the levels or

categories of personnel identified in the Personnel Budget Narrative, Quality Assurance Service/Quality Rating System without prior written consent of the COALITION, which consent shall not be unreasonably withheld. Changes in key personnel may include resignations, approved leaves of absences of six (6) weeks or more, or terminations. Notifications shall be in writing and shall include information related to replacement staff.

#### **M. Relationship of Parties and Independent Contractor Status**

In the CONTRACTOR'S performance of its duties and responsibilities under this Contract, it is mutually understood and agreed that the CONTRACTOR is at all times acting and performing as an independent contractor. The COALITION shall neither have nor exercise any control or direction over the methods by which the CONTRACTOR shall perform its work and functions other than as provided herein and by law. Nothing in this Contract is intended to or shall be deemed to constitute a partnership or joint venture between the parties. Each party shall be solely and entirely responsible for its individual acts and the acts of its agents, officers, directors, employees and servants during the performance of this Contract. No party is in any way authorized to make any contract, agreement, warranty or representation on behalf of any other party or to create any obligation, express or implied, on behalf of any party unless the same is provided for pursuant to the terms and conditions the Contract.

#### **N. Indemnification**

To the extent permitted by law, the CONTRACTOR shall be liable for and indemnify, defend, and hold the COALITION and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees (including all levels of appeal) and court costs and expenses, arising out of any act, actions, neglect, or omissions by the CONTRACTOR, its agents, officers, subcontractors, or employees during the performance or operation of this Contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property, 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. To the extent considered necessary by the COALITION, any sums due to the CONTRACTOR under this Contract may be retained by the COALITION until all of the COALITION'S claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the COALITION. The parties agree that such indemnification obligations shall survive the expiration or termination of this Contract. Nothing herein shall be construed to waive any sovereign immunity that may be applicable pursuant to law.

The parties acknowledge that if the CONTRACTOR is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, CONTRACTOR agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Contract or any other contract.

#### **O. Insurance Requirements for Contractor**

##### **1. Liability Insurance**

The CONTRACTOR shall maintain adequate liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of this Contract and any renewal(s) and extension(s) of it. By execution of this Contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), Florida Statutes, and as may be amended from time to time, the

CONTRACTOR will provide its self-insurance letter to the COALITION prior to the execution of this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. The COALITION reserves the right to require additional insurance coverage by the CONTRACTOR.

The CONTRACTOR shall have a disaster recovery plan within its continuity of operations plan (COOP) in place for unforeseen circumstances whether for natural or man-made disasters. A COOP update must be submitted to the COALITION no later than July 1<sup>st</sup> of each contract period.

## **2. Worker's Compensation Insurance**

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

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

The CONTRACTOR shall not commence any work in connection with this Contract until the COALITION has approved its insurance coverage. All insurance policies shall be with insurers who are qualified and doing business in Florida. The COALITION shall be furnished proof of coverage of insurance by certificates of insurance accompanying the Contract documents and shall name the COALITION as an additional named insured. The COALITION shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

## **3. Unemployment Compensation Insurance**

The CONTRACTOR, during the life of this Contract, must comply with the reporting and contribution payments required under Chapter 443, Florida Statutes, for all employees connected with the work of this Contract.

## **P. Performance Bond**

The CONTRACTOR shall furnish a performance bond from a financially sound and responsible insurance company to protect the COALITION from any losses in the event of default by the CONTRACTOR. The bond shall be in the amount of \$xxx,xxx.00. In lieu of a performance bond, the CONTRACTOR may furnish the COALITION with an irrevocable standby letter of credit acceptable to both Parties.

The CONTRACTOR shall post one form of security under this section, which shall apply to all of the contracts entered into between the CONTRACTOR and the COALITION with a term beginning \_\_\_\_\_, 20xx and ending \_\_\_\_\_ 20xx. Other than the performance bond related to this Contract or service procurement requirements and specifications, a separate form of security is not required for multiple contracts that may have been awarded to the CONTRACTOR.

In addition to the requirements established through a procurement process, if a performance bond is furnished, said bond shall be forfeited in an Event of Default as defined in Section BB of this Contract. If a letter of credit is furnished to the COALITION instead of a performance bond, the COALITION shall be authorized to draw on the Letter of Credit in an Event of Default.

## **Q. Confidential Information and Records**



Each Party may have access to confidential information collected or maintained by the other. Each Party shall protect such confidential information clearly identified as such, in a manner that does not permit the personal identification of children or their parents/guardians by persons other than those authorized to receive the records. It is the responsibility of the CONTRACTOR that subcontractors and sub recipients observe the same terms and conditions as contained in the Contract and use appropriate non-disclosure agreements as necessary to ensure confidentiality and security of the data. The CONTRACTOR shall comply with the confidentiality provisions and the record retention requirements of section 119.021, 411.021, 456.057 and 1002.72, Florida Statutes, and other applicable state and federal law (including, but not limited to the federal act known as "HIPPA") where applicable. The individual records of children enrolled in SR programs under section 411.011, Florida Statutes and the personally identifiable records of children enrolled in the VPK program under section 1002.72, Florida Statutes are confidential and exempt from the provisions of section 119.071, Florida Statutes, and section 24(e), Article I of the State Constitution.

The CONTRACTOR agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his or her responsible parent or guardian when authorized by law. . The records and data of the CONTRACTOR as it pertains to this Contract that are classified as "public records" must be open and available for inspection by any person unless otherwise specified by law. It will be the responsibility of the CONTRACTOR to ensure availability of said records for production and/or inspection by the public on behalf of the COALITION. The CONTRACTOR shall set forth processes and procedures to secure the confidential data and require individuals who have access to such data to execute an individual non-disclosure form and maintain these forms on file at the COALITION or CONTRACTOR'S location. Such procedures and processes of the CONTRACTOR shall include, but not be limited to timely written notification to the COALITION of requests for production or inspection of records and data by the public and direct requests for disclosure of confidential information to recipients of services under the Contract.

#### **R. Information Technology and Systems Security**

The CONTRACTOR shall comply with the Computer-Related Crimes Act, Chapter 815, Florida Statutes and shall demonstrate due diligence in safeguarding the CONTRACTOR'S information resources by establishing policies and procedures for information systems security that contain criteria and standards as set forth in FOEL Policy 5.02, Information Systems Security Program.

The CONTRACTOR shall develop and implement specific protocols reflecting, at a minimum, the following protocols of the Florida's Office of Early Learning Policy 5.02, section 02.: 4. Security Training and Awareness; 10. Contingency Planning; 12. Identification and Authentication; 16. Personnel Security; 22. Mobile Computing; 25. Remote Access; 30. Database Security; 31. Media Management; and 32. Password Management.

#### **S. Incident Reporting**

The CONTRACTOR agrees to immediately report knowledge or reasonable suspicion of abuse, neglect, abandonment, lack of supervision, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, Florida Statutes, this is binding upon both the CONTRACTOR and its employees and subcontractors.

The CONTRACTOR agrees to immediately report knowledge of any actual or alleged abuse, abandonment, lack of supervision, neglect, serious injury or death suffered by a child who receives early learning services while in the care of an early care and education provider to the COALITION. Notice shall be provided in writing and by telephone. In no event shall notice be provided later than

twenty-four (24) hours of obtaining such knowledge. The COALITION shall receive copies of any documents received by the CONTRACTOR relating to any incidents reported to the COALITION within twenty-four (24) hours of the receipt of any such documents by the CONTRACTOR.

#### **T. Intellectual Property**

Any ideas, concepts, know-how, data processing techniques, software, documentation, diagrams, schematics, blueprints or other data, whether electronic or hardcopy, developed exclusively by the CONTRACTOR, their employees, their agents, or their subcontractors in connection with the services provided to the COALITION hereunder during the duration of the Contract shall be the exclusive property of the State of Florida and must be surrendered to the COALITION upon the expiration, termination, or cancellation of this Contract at no cost to the COALITION. The CONTRACTOR shall be responsible for reporting the foregoing to the COALITION within seven (7) days of creation and/or implementation of intellectual property.

#### **U. Patents, Copyrights, and Royalties**

If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds under this Contract, or is in any way connected with the Early Learning programs, the CONTRACTOR shall refer the discovery or invention to the COALITION who shall refer it to the appropriate governing agency to determine whether patent protection shall be sought in the name of the State of Florida or the COALITION. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to the State of Florida or the COALITION, as applicable and as required by law. The CONTRACTOR shall be responsible for reporting the foregoing to the COALITION within seven (7) days of creation and/or implementation of intellectual property.

In the event that any books, manuals, films, or other copyrightable materials are produced using funds under this Contract, the CONTRACTOR shall notify the COALITION. Any and all copyrights accruing under or in connection with the performance funded by this Contract are hereby reserved to the State of Florida. The CONTRACTOR shall be responsible for reporting the foregoing to the COALITION within seven (7) days of creation and/or implementation of intellectual property.

To the extent permitted by law, the CONTRACTOR, shall indemnify and hold the COALITION and its employees harmless from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the CONTRACTOR in the performance of this Contract. The CONTRACTOR shall have no liability when such claim is solely and exclusively due to the State of Florida's alteration of the invention or article.

#### **V. Cooperation**

The CONTRACTOR agrees to fully cooperate with the COALITION, the Florida Office of Early Learning and any applicable state and federal authority regarding any fraud or other type of investigations. Cooperation shall include, but not be limited to the production of any requested documents and the commitment to make available any witnesses to testify when requested by the aforementioned entities.

#### **W. Warrant of Ability to Perform**

The CONTRACTOR warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, litigation or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the CONTRACTOR'S ability to perform under the Contract.

The CONTRACTOR shall immediately notify the COALITION in writing if its ability to perform is compromised in any manner or if it is involved in any litigation during the term of the Contract.

#### **X. Notification of Legal Action**

The CONTRACTOR shall notify the COALITION of legal actions taken against it or potential actions such as lawsuits, claims, or special proceedings, related to or arising from services provided through this Contract or that may impact the CONTRACTOR'S ability to deliver the contractual services, or adversely impact the COALITION and/or the recipients of the COALITION'S programs. The COALITION will be notified in writing within twenty-four (24) chronological hours of the CONTRACTOR becoming aware of such action or from the day of the legal filing of said action, whichever is earlier.

#### **Y. Assignments and Subcontracts**

The CONTRACTOR agrees to neither assign the responsibility for this Contract to another party nor subcontract for any work contemplated under this Contract without prior written approval of the COALITION, which shall not be unreasonably withheld. Any subcontract, sublicense, assignment or transfer otherwise occurring, without prior approval of the COALITION, shall be null and void.

The CONTRACTOR agrees to be responsible for all work performed and all expenses incurred in connection with the CONTRACTOR'S work or by subcontractors and consultants who may be hired by the CONTRACTOR under this Contract. If the COALITION permits the CONTRACTOR to subcontract all or part of the work contemplated under this Contract, including entering into subcontracts with vendors or community providers for services and commodities, it is understood by the CONTRACTOR that all such subcontract arrangements shall be evidenced by a written document subject to prior review and comment by the COALITION. Such review of the written subcontract document by the COALITION shall be limited to a determination of whether or not the COALITION approves of the subcontractor and the applicable terms and conditions of this Contract. The CONTRACTOR further agrees that the COALITION shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the CONTRACTOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The CONTRACTOR, at its expense, shall defend the COALITION against such claims.

The COALITION shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to the CONTRACTOR and following appropriate State of Florida procedures. In the event the COALITION approves transfer of the CONTRACTOR'S obligations, the CONTRACTOR remains responsible for all work performed and all expenses incurred in connection with this Contract prior to the date of the assignment or transfer. In addition, this Contract shall bind the successors, assigns, and legal representatives of the CONTRACTOR and of any legal entity that succeeds to the obligations of the CONTRACTOR. It is the CONTRACTOR'S responsibility to ensure that its subcontractors observe the same terms and conditions as contained in this Contract.

The COALITION may undertake or award supplemental contracts for work related to this Contract, or any portion thereof. The CONTRACTOR shall cooperate with such other contractors and the COALITION in all such cases. Any subcontractors to the CONTRACTOR shall be required to abide by this provision as a condition of the agreement between the subcontractor and the CONTRACTOR.

The COALITION shall notify the CONTRACTOR if, in the COALITION'S judgment, the CONTRACTOR or any of its subcontractors are not maintaining staff sufficient to deliver the agreed upon services required by this Contract or if performance by certain staff is insufficient to deliver contracted services. Within two (2) business days after notification, the CONTRACTOR shall state in writing what, if any, actions shall be taken to address the concerns of the COALITION.

## **Z. Amendments**

In addition to changes necessitated by law, the COALITION may at any time, with written notice to the CONTRACTOR, request changes within the general scope of this Contract. Such changes may include modification to the requirements, changes to processing procedures, or other changes as decided by the COALITION. Any investigation necessary to determine the impact of the change shall be the responsibility of the CONTRACTOR. Modifications to provisions of this Contract shall only be valid when they have been reduced to writing and duly signed and dated by the authorized signatories to the Contract .

Modifications of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed and dated by all parties. The parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes in the Contract necessary. The rate of payment and the total dollar amount may be adjusted retroactively to reflect changes in payment established through the COALITION'S budget modification process as described in Attachment 1, Section E., Paragraph 3 of this Contract.

## **AA. Disputes**

The COALITION'S Contract Manager shall be the first contact for dispute resolution concerning performance of this Contract. Any dispute that cannot be resolved by the COALITION'S Contract Manager via phone or in person within forty-eight (48) hours of said contact shall be reduced to writing and delivered by certified mail or any expedited delivery service that provides verification of delivery to the COALITION'S office by the CONTRACTOR to the attention of the Contract Manager. Upon receipt of said correspondence, the Contractor Manager shall review the written dispute and deliver said written dispute to the Chief Executive Officer no later than forty-eight (48) hours after delivery of said written dispute. The COALITION'S Chief Executive Officer shall review the written dispute and shall render a decision regarding said dispute, within ten (10) business days after receipt of the written dispute. The Chief Executive Officers shall deliver written decision regarding the dispute to the CONTRACTOR and the COALITION'S Contract Manager. The Chief Executive Officer's decision may be appealed in writing to the COALITION'S Board of Directors within twenty-one (21) calendar days of the CONTRACTOR'S receipt of the Chief Executive Officer's written decision. Except as provided for in the Contract, nothing herein shall preclude the CONTRACTOR from pursuing any available remedies at law or equity if dissatisfied with the COALITION'S decision.

## **BB. Default**

**1.** In the event there is a breach of the terms and conditions of the Contract, said breach shall constitute an Event of Default hereunder. An Event of Default shall mean the failure of the CONTRACTOR to perform pursuant to the terms and conditions set forth in this Contract and said failure to perform has not been cured within 30 days after receipt of written notice from the COALITION specifying such failure, or within such other reasonable time period agreed to by both parties. Notwithstanding the foregoing, the COALITION shall not be required to provide written notice and a period to cure a breach of the terms and conditions of this Contract by the CONTRACTOR and may terminate this Contract as set forth in Section DD of this Contract. In no event shall a breach of the terms and conditions of the Contract by CONTRACTOR constitute an Event of Default if such failure of performance is caused by or is the result of causes beyond the reasonable control of the CONTRACTOR due to any occurrence commonly known as force majeure as defined in Section CC of this Contract. Waiver or breach of any provisions of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Contract.

In the Event of Default, the COALITION shall be entitled to any and all remedies in law and equity in addition to those remedies set forth in the Contract and the pursuit said remedies shall survive the expiration or termination of this Contract.

#### **CC. Force Majeure And Notice Of Delay From Force Majeure**

The COALITION and CONTRACTOR agree and acknowledge that neither party shall be liable to the other for any delay, disruption, non-compliance or failure to perform under the Contract if such delay, disruption, non-compliance or failure to perform is neither the fault nor due to the negligence or intentional acts or omissions of the party, its employees or agents and said delay is due directly to acts of God (i.e. hurricanes, tornados, etc.), wars, acts of public enemies (including, but not limited to terrorist related activities), strikes, fires, floods or other similar cause wholly beyond the party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. In the event of a delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay, disruption, non-compliance related to the party's performance obligation under the Contract. If the delay, disruption, or non-compliance is excusable under this paragraph, the delay, disruption or non-compliance will not result in any additional charge or cost under the Contract to either party. In the case of any delay, disruption or non-performance that the CONTRACTOR believes is excusable under this paragraph, the CONTRACTOR shall notify the COALITION in writing of the delay, disruption or non-performance and/or the potential thereof within five (5) calendar days after the cause that creates or will create said delay, disruption or non-performance. Notwithstanding the foregoing, the CONTRACTOR shall use every reasonable effort to adequately prepare for those matters that while considered "acts of God", occur with enough frequency either during certain time period or certain events that would make said acts of God reasonably foreseeable (i.e. hurricanes between the months of August to November). For purposes of this paragraph, "preparation" shall mean the creation and implementation of policies and procedures for those acts of Gods that occur during certain times of the years or during certain events such as emergency preparedness. Failure to have sufficient policies and procedures in place for those reasonably foreseeable acts of God or other matters as state above shall be used to determine whether or not the parties shall be able to exercise the remedies a set forth herein.

The foregoing shall constitute the CONTRACTOR'S sole remedy or excuse with respect to the delay, disruption or non-performance. The act of providing written notice in accordance with this section is a condition precedent to such remedy. The COALITION, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the CONTRACTOR of its decision in writing. The CONTRACTOR, other than for an extension of time, shall assert no claim for damages, against the COALITION. In addition, the CONTRACTOR shall not be entitled to an increase in the Contract price or payment of any kind from the COALITION for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising from any delay, disruption, interference, non-performance or hindrance from any cause whatsoever.

If the performance of the CONTRACTOR 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, in accordance with the terms and conditions of the Contract, at no increased costs unless the COALITION, in its sole discretion, determines that the delay, disruption or non-performance will significantly impair the value of the Contract to the COALITION, Florida's Office of Early Learning, or the State, in which case, the COALITION may do any or all of the following: (1) accept the allocated performance or deliverables from the CONTRACTOR, provided that the CONTRACTOR grants preferential treatment to the COALITION with respect to products or services subjected to allocation; (2) purchase from other sources (with recourse to and by the CONTRACTOR for the

related costs and expenses) to replace all or part of the products or services that are the subject of the delay, disruption or non-performance, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

#### **DD. Termination**

1. Termination at Will - This Contract may be terminated by either party upon **no less than thirty (30) calendar days** notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be provided by certified mail, return receipt requested or in person with proof of delivery.
2. Termination Due to the Lack of Funds - In the event funds to finance this Contract become unavailable, the COALITION may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the CONTRACTOR. Under this circumstance, notice shall be provided by certified mail, return receipt requested or in person with proof of delivery. The COALITION shall be the final authority as to the availability of funds and shall not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract, the CONTRACTOR shall be compensated for any work satisfactorily completed prior to the time of termination.
3. Termination for Breach - This Contract may be terminated by the COALITION for nonperformance or non-compliance by the CONTRACTOR upon no less than twenty-four (24) hours notice in writing to the CONTRACTOR.
4. Any obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature or other funding constraints that are not inconsistent with the terms of this Contract. In the event the federal, state, and/or local funds upon which this Contract is dependent are withdrawn or redirected, this Contract is terminated and the COALITION shall have no further liability to the CONTRACTOR beyond that already incurred prior to the termination date. In the event that this Contract is terminated for any reason, the CONTRACTOR agrees to assist the COALITION in the smooth transition of services by promptly providing to the COALITION all of the COALITION'S records and non-expendable property purchased with the COALITION'S funds in the CONTRACTOR'S possession to the COALITION.

#### **DD. Conflict of Laws and Order of Precedence**

In the event that federal law, Florida Law, the polices and procedures of Florida's Office of Early Learning, the most current Grant Agreement between FOEL and the COALITION and/or the COALITION Plan conflicts with the Contract, Florida law, federal law, the polices and procedures of the Florida's Office of Early Learning, the most current Grant Agreement between FOEL and the COALITION and/or the COALITION Plan, shall prevail over the Contract. The precedence of the foregoing shall be as follows: (i) federal law (ii) Florida law (iii) FOEL polices and procedures (iv) Grant Agreement (v) COALITION Plan, except in the event that a lower priority law contains a stricter requirement in which case the more restrictive requirement shall prevail. In the event there is a conflict between the standard core contract and the Attachments, the Attachments shall control unless the standard core contract has been subsequently amended by the COALITION and the CONTRACTOR to address the conflict between the standard core contract and the Attachments in which case the standard core contract will control. In the event there is conflict between the Contract and the method of procurement utilized to award the Contract to the CONTRACTOR as set forth in Florida Statute 287.057 (i.e. request for proposal, invitation to bid, etc...), the Contract shall prevail.

#### **EE. Severability**

If any provision of this Contract is held to be unenforceable by a Court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

**FF. Counterparts**

This Contract may be executed in counterparts, all of which shall constitute one and the same document.

**GG. Name, Mailing and Street Address of the CONTRACTOR and the COALITION Contacts**

The names, address, zip code and telephone number of the payee for the CONTRACTOR is:

The name, address, zip code and telephone number of the CONTRACTOR's Contract Manager for the CONTRACTOR is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The name, address, zip code and telephone number of the COALITON'S Contract Manager is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the event that different representatives are designated by any party after the execution of this Contract, notice of the name, address, zip code and telephone number of the newest representative shall be rendered in writing to all other parties and said notification attached to copies of this Contract. Unless otherwise specified by the parties, invoices, reports, correspondences, notices, records, and any other documents concerning or related to the Contract shall be submitted to the persons identified above.

**HH. Signature Authority**

*OPTIONAL LANGUAGE IF THE CONTRACTOR IS A GOVERNMENT AGENCY:*

The CONTRACTOR has the option of delegating signature authority to the *County* Administrator for the sole purpose of executing subsequent annual rewards or amendments to this contract.

The parties hereto have caused this \_\_\_\_ page standard contract to be executed by the undersigned officials as duly authorized and which shall be effective \_\_\_\_\_, 20XX.

**IN WITNESS THEREOF**, the parties hereto have made and executed this Contract on the respective date(s) under each signature: \_\_\_\_\_, signing by and through its \_\_\_\_\_, authorized to execute same by \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 20XX, and EARLY LEARNING COALITION OF BROWARD COUNTY, INC., signed by and through its Chair, duly authorized to execute same.

- Standard Core Contract
- Attachment I
- Attachment II
- Attachment III
- Attachment IV

**THIS SECTION INTENTIONALLY LEFT BLANK**

DRAFT



**EARLY LEARNING COALITION OF BROWARD COUNTY, INC.  
SIGNATORY PAGE**

*FOLLOWED BY*

**CONTRACTOR  
SIGNATORY PAGE**

DRAFT

**INTENTIONALLY LEFT BLANK**



## INSTRUCTIONS

### UNIFORM BUDGET APPLICATION

**BUDGET FORMS ARE INCLUDED ON CD FOR SERVICE PROVIDERS' CONVENIENCE; FINAL HARD COPIES AS WELL AS THE REQUIRED ELECTRONIC COPY IN MICROSOFT WORD AND EXCEL FORMAT ARE TO BE INCLUDED WITH EACH REPLY.**

## **INSTRUCTIONS**

**(I) COVER SHEET:** Fill in the blocks as labeled. In the first block enter the Coalition's name and in the following block enter the funding period (07/01/13 - 06/30/14).

Provide Service Provider name, address, telephone number and fax number. Include the name and telephone number of the person responsible for the document's preparation and date of submission.

The Budget Application must have an authorized signature.

**(II) BUDGET FORMS:** There are three sections to the Uniform Budget Forms. They are referred to as Form A, A-1, and A-2.

The Uniform Budget Application is organized from the specific to the general. Form A is the most specific, asking for program level narrative and amounts being requested from the Early Learning Coalition of Broward County, Inc.

Form A is the Individual Program Budget Narrative which accommodates the provision for budget detail on a program level for the Early Learning Coalition of Broward County, Inc. funding. Form A-2 is the Personnel Budget Narrative as it relates to Early Learning Coalition of Broward County, Inc. funding.

Form A-1 is the Individual Program Budget by Funding Source, including sources other than Early Learning Coalition of Broward County, Inc. Information is to be presented by funding source and each column should be titled by the preparer with the program's various funding sources. Transfer information from Form A to a column for Early Learning Coalition of Broward County, Inc. on Form A-1.

**ALL FINANCIAL INFORMATION SHOULD BE ROUNDED TO THE NEAREST  
DOLLAR THROUGHOUT THIS REPLY**

## Detailed Instructions

**FORM A: PROGRAM BUDGET NARRATIVE** Complete a separate Program Budget Narrative for each Core Service Area to which a Reply is being made. This information is to be supplied on the program level and completed on each program for which funding is requested from the Funder named at the top of the form. Fill in the columns and rows as labeled. The first column allows space for narrative explanation/compilation. **The column entitled “Requested Amount” is asking only for the amount requested from the Early Learning Coalition of Broward County, Inc. (ELC) noted on the line at the top of the form, not for all sources.**

### REVENUES

Enter the Funder name; the Service Provider name; the Program name; and the year ending for which funds are being requested on each page of Form A.

Line Items #1-11: Identify the amount being requested from ELC Broward under the column entitled “Requested Amount” in the row appropriate to ELC Broward. Definitions of each of the revenue categories are provided as an Attachment entitled **Definitions**.

(Dollars generated from fees, contributions, etc. as a result of ELC BROWARD funding should be noted in the column designated for ELC BROWARD on the appropriate line.)

TOTAL REVENUE: In this row, present the total amount requested from ELC BROWARD for the program, both of which are identified at the top of the form.

### EXPENSES

Enter the amount being requested from ELC BROWARD in the column to the right, “Requested Amount”.

Line Item #12 Salaries Represents the Sub-Total Salaries amount shown on Form A-2 column 10.

Line Item #14 Employee Benefits For each of the five employee benefit line items listed please show the computation of the expense being requested from ELC Broward.

- a) FICA - Multiply the FICA rate of 7.65% X the total taxable salaries being charged to the Funder as determined on Budget Form A, page 1, Sub-Total Salaries. For example: Formula: 7.65 X total salaries

b) Florida Unemployment Compensation - Multiply the taxable salary amount for each position (in most Service Providers this will be the first \$7,000 of annual taxable salary) X the Service Provider's unemployment compensation rate X the percentage of the position being charged to ELC Broward. For example: Formula: taxable salary X unemployment rate X ELC Broward %. If your Service Provider is on a claims made basis, estimate the amount and provide an explanation in the narrative.

c) Worker's Compensation - Apply the rates established by the Service Provider's insurance carrier for its various classifications of employees to the salaries being charged to ELC Broward.

d) Calculate the amount of insurance to be paid for each position to be charged to the funder.

Multiply the Service Provider's projected premiums per employee X the number of months the employee will be eligible for coverage X the % of the expense to be charged to ELC Broward. The % of the expense to be charged to ELC Broward should coincide with the % of the salary being charged to ELC Broward. Formula: monthly premiums X months X ELC Broward % X # positions

e) Retirement - Multiply the Service Provider's projected contribution rate as determined by the plan provider X the salary for each eligible employee X the percentage of salary for each employee that is being charged to ELC Broward. Formula: Service Provider contribution X salaries X ELC Broward %

f) Other - Calculate the amount of additional benefit as determined by the organizations Benefit Plan, to be paid for each position charged to ELC BROWARD. Multiply the Service Provider's projected contribution per employee X the number of months the employee was/will be eligible for this benefit X the % of the expense to be charged to ELC BROWARD. The % of the expense to be charged to ELC BROWARD should coincide with the % of the salary being charged to ELC BROWARD. Formula: Service Provider contribution X salaries X ELC BROWARD %

The sum of the expenses determined for each of the employee benefit items is to be entered on the Sub-Total when added to the Sub-Total for salaries will result in the Sub-Total for Salaries and Benefits.

Line Item #17 Travel This category is divided into two types:

a) Travel/Transportation - Travel is defined as the cost associated with the reimbursement of employees for the cost of using their personnel automobiles for

Service Provider related business. To calculate this expense, show by position or group of positions, the number of miles traveled monthly, the Reimbursement rate per mile, the number of months in which travel will occur and the number of persons traveling.

Transportation relates to the cost of transporting clients to enable them to; a) attend the program on a reoccurring basis; or b) to participate in program activities. For this type of expense provide detail as to the transportation costs covered and the calculation of amounts.

b) Conference/Registration/Travel - relates to the costs of attending in-state and out-of-state conferences. For this expense, show the position or category of positions, destination charges, per diem rates times the number of days and charges per trip.

Line Item #19 Building/Occupancy This section contains the line items of cost for all budgeted space to be used by the proposed program. If the Proposer has more than one location, each location should be listed separately and should indicate the space provided whether or not the Service Provider owns or is purchasing the space.

a) For property that is leased use the following formula: Number of square feet X monthly rate X the number of months, space is to be rented. If utilities are included in the lease amount, indicate this under this line item - e.g. Building Space (includes utilities).

b) For property that is owned place the depreciation amount as calculated under GAP. Do not include mortgage payments in this category.

Line Item #20 Communications/Utilities Telephone, postage, and utilities are included in this category.

a) Telephone related costs should be subdivided as follows:

1. Installation and other one-time expenses.
2. Monthly service costs.
3. Long distance charges.
4. Cell phones

b) Postage and shipping includes the charges for mailing equipment, rental and service contracts, UPS, and any charges for permits required by the Postmaster.

c) Utilities (Power/Water/Gas) include costs not included in rental costs and should be identified by location.

Line Item #22 Printing & Supplies Included are printing costs, office supplies and program supplies. Supplies used by the program's employees in the achievement of their objectives are considered program supplies.

Line Item #24 Child Care Slots Cost of child care is included in this category.

Line Item #25 Other These items represent costs necessary to the program's operation that cannot be classified under any of the previously identified cost categories. Examples of these expenses are shown in the budget form and explained in the **Definitions**.

Please use the "Miscellaneous" category to cover any expenses not specifically provided for elsewhere. Please provide a description for items included in this line item in the narrative.

Line Item #27 Indirect Cost Indirect costs are the Service Provider's fixed operating costs, a portion of which can be appropriately allocated to the funded program. These costs will be approved for those programs that do not budget for general administrative operating costs under any other line items, as explained in **Definitions**.

Line Item #28 Capital Expenses (Equipment) Equipment is defined as property whose cost is \$1,000 or more per item and has a useful life of one year or more and generally consists of furniture and equipment.

## **FORM A-1: INDIVIDUAL PROGRAM BUDGET BY FUNDING SOURCES**

On each page of Form A-1, enter the Program name; the Service Provider name; and the Funding Period. Identify the specific funding sources for that program in the first row of the columns numbered (2) - (8). If there are more than seven (7) funding sources additional copies will be necessary and should be numbered accordingly. The last column before total should be entitled **Other** to include fund raising; contributions/legacies/bequests; membership dues; program service fees (including Medicaid)/sales to public; investment income, in-kind; and miscellaneous.

Unlike Form A, all revenues, i.e. funding sources and expenses for the program, should be represented on Form A-1.

### **REVENUES**

Line Items #1-11 Enter all revenues from all sources for the program identified in the appropriate source row and category column.

(Dollars generated from fees, contributions, etc., as a result of Early Learning



Coalition of Broward County, Inc. funding should be noted in the column designated for ELC BROWARD on the appropriate line.)

TOTAL REVENUE: Total each column. Column (7) and row entitled “TOTAL REVENUE” represents the total revenues for the identified program.

EXPENSES

Line Items #12-28 For each expenditure category for the identified program, enter the amount that is derived from the sources noted in the columns (2) - (6).

Line Item #29 Should equal the sum of the expenses from each source. Column (9) represents the total expenditures for the identified program from all sources.

**FORM A-2: PERSONNEL BUDGET NARRATIVE**

- **INCLUDE AN ORGANIZATIONAL CHART DEPICTING HOW THE PROJECT STAFF WILL RELATE TO ONE ANOTHER AND FIT INTO THE ORGANIZATIONAL STRUCTURE AS A WHOLE**
- **INCLUDE BRIEF JOB DESCRIPTIONS FOR ALL STAFF WHO WILL HAVE SOME OR ALL OF THEIR SALARIES SUPPORTED BY THIS BUDGET**

Fill in the columns as labeled. The sum of the amounts appearing in column (9) are to represent the amount requested from the Funder identified at the top of the form.

- A. Salaries - For each program position related to the program, enter the information requested in each column:
- (1) Personnel-Position title (should be the same as that appearing in the program organization chart and the job description); and the name of individual occupying the position (if known);
  - (2) Percent of Time - Percent of time this position is allocated to this program;
  - (3) Agency Salary - Total annual salary for the position paid by the Service Provider, if that rate changes within the effective dates, note both salaries in the row under column (3) and proceed accordingly;
  - (4) Effective Dates - Dates within the funding period that the position will be paid at that salary rate; i.e. a new employee may not be funded from day one, because they aren't hired

yet. Plus this serves as a place to note raises that occur during the projects FY. I.E. one rate for 6 months and a raise is given on the anniversary date for another rate for the remaining 6 months. Meshes with #6 below.

- (5) Number of Pay Periods - Number of pay periods that occur between the effective dates stated (example: Weekly pay periods = 52; monthly pay periods = 12);
- (6) Salary Per PP - Amount of salary per pay period;
- (7) Percent of Total Salary - The % of the total program salary for that position that the Funder is supporting.
- (8) Amount -This column represents the amount obtained by the formula (% of time) X (number of pay periods) X (the salary per pay period) X (Funder % of salary) = the Funder amount for the position.
- (9) Total- The Total column represents the figure obtained by totaling the amount in column (9). This will be the same as column (9) unless the salary changes within the effective dates and therefore, there are two figures in that column (9) block.

The amount representing the “Total Salaries” in Column (9) must match the amount appearing on Form A, Line Item #12 Salaries, Column (2), “Requested Amount”.

## **DEFINITIONS**

### **REVENUES:**

#### **Funds from Government Sources:**

All support or other revenue received from governmental sources such as purchase-of-service fees, contract payments, research or other grants. Funds which originate from County government should be noted as Broward County-BCC. Funds which originate from Federal government through Broward County should be noted as Federal, for example, Ryan White Title I would be noted as Federal and specified accordingly. Emergency Food & Shelter (FEMA) dollars should be listed under Federal not United Way.

Funds coming from Department of Children and Families should be noted as DCF regardless of origination of dollars. Government sources include Federal, DCF, ELC Broward, Children’s Services Council, the School District and municipalities.

#### **United Way**

##### **United Way of Broward County**

All allocations from United Way of Broward County and requests distributed across programs.

**Other United Ways**

Other allocations/grants received from United Ways other than Broward County (e.g., United Way of Palm Beach County, United Way of Dade County, etc.)

**Foundations**

All grant support or other revenue from foundation sources.

**Other Grants**

Other grants that do not come from governmental sources, foundations, or United Ways.

**Fund Raising**

Reflects support and incidental revenue derived from all of a Service Provider's fundraising events, contributions from auxiliaries, circles, guilds and other organizations closely associated with the reporting Service Provider.

**Contributions, Legacies & Bequests**

A contribution received directly from individual donors and organizations, including corporations and trusts, and not resulting from a federated fund raising campaign. This category includes client contributions.

**Membership Dues**

Amounts received by a Service Provider for personal memberships that provide for direct, private benefits to the member such as use of Service Provider recreational facilities or use of consulting services.

**Program Service Fees/Sales to Public**

Fees received for program services including donations accepted upon receipt of services, third party payments for services (including Medicaid), and net revenue collected from participants in outings or activities.

**Investment/Income**

Interest, dividends, rentals, and royalties on any type of investment. Investment income of an Endowment Fund, unless restricted to a specific purpose by terms of the gift instrument, should be included in this line item.

**In-Kind**

Goods and services donated at no cost to the Service Provider. The value assigned to these items reflects the existing market price for them (e.g., Teacher provided by the School District \$50 X 200 hours = \$10,000; Building space \$12/sq. X 100 sq. ft. = 1200). **[These in-kind revenues will then be expensed out in the appropriate category (e.g., in-kind Teacher under salaries; in-kind Building Space under Building/Occupancy)].**

**Miscellaneous Revenue**

Support or revenue which is not reportable in another classification. This may include refunds from previous year expenses, sale of assets, etc.

EXPENDITURES:

**Salaries**

Salaries paid for administrative/program services.

**FICA**

Multiply the FICA rate X the total taxable salaries.

**Florida Unemployment Compensation**

Multiply the taxable salary amount for each position (in most Service Providers this will be the first \$7,000 of annual taxable salary) the Service Provider's unemployment compensation rate. If on a claims made basis, provide estimate of this amount.

**Worker's Compensation**

Apply the rates established by the Service Provider's insurance carriers for its various classifications of employees to the salaries paid.

**Health Plan**

List the amount of insurance paid for all positions. Multiply the Service Provider's projected premiums per employee X the number of months the employee was/will be eligible for coverage.

**Retirement**

Multiply the Service Provider's projected contribution rate as determined by the plan provider X the salary for each eligible employee.

**Other**

List other benefits not previously stated. Multiply the Service Provider's projected contributions per employee X the number of months the employee was/will be eligible for this benefit.

**General Travel/Transportation**

Costs related to travel and transportation of staff and volunteers required to do their jobs, including mileage allowances, local bus and cab fares, expenses related to operating Service Provider-owned or leased vehicles (except insurance). Also, costs of hotels, meals and other expenses related to travel and transportation of Service Provider staff and volunteer but not related to conferences or training. (In accordance with FL Statutes)

**Conferences/Registration/Related Travel**

Costs related to attending meetings relevant to a Service Provider's activities or staff and volunteer training. Include related travel expenses, registration fees, etc. (In accordance with FL Statutes)

**Building/Occupancy**

Costs for all budgeted space to be used for Service Provider/program activities. Do not include maintenance costs or utilities unless they are part of the rent/lease arrangement. If the building is owned, identify depreciation cost as calculated under GAP. Mortgage payments are not to be included in this category.

**Communications/Utilities**

Telephone, postage and utilities are included in this category.

**Telephone:** Related costs should include installation and other one-time expenses, monthly service costs, long distance charges, and cell phone charges.

**Postage & Shipping:** Includes postage, charges for mailing equipment, rental and service contracts, air delivery services/UPS, and charges for permits required by the Postmaster.

**Utilities:** Includes any utility costs not included in rental/lease costs, including electricity, gas, water and sewer bills.

**Supplies**

All supplies and materials used by the Service Provider. This includes office supplies, housekeeping supplies, and program supplies such as recreational and craft supplies.

**Printing**

Costs related to the printing and production of Service Provider advertising, art work, photographs, leaflets, films, etc.

**Child Care Slots**

Cost of child care slots.

**Professional Fees**

Fees and expenses for professional practitioners, technical consultants, or semi-professional technicians who are not employees of the Service Provider and are engaged as independent contractors for specified services on a fee or other individual contract basis, includes auditing, accounting and legal services.

**Insurance**

Costs of insurance accept payroll-related (worker's compensation, disability and unemployment). Includes cost of insurance for property, general liability, doctor/officer liability, vehicle, etc. (specify types)

**Equipment/Rental Maintenance**

Costs for renting and maintaining equipment such as copiers, typewriters, computers. Do not include costs related to vehicles.

**Building Maintenance**

Costs for building maintenance such as cleaning, landscaping, and repairs not included as capital improvements.

**Dues and Subscriptions**

Amounts paid or payable for a bona fide membership in other organizations that provide benefits such as regular services, publications, materials, etc., in return. Also includes costs for purchased publications, technical journals, books, pamphlets, etc. Does not include dues or support payments to national “parent” organizations.

**Training and Development**

Local workshops, seminars and other educational activities.

**Food**

Food and beverages purchased for use in Service Provider food service or programs.

**Sponsored Events**

Costs for meeting space, meals, equipment rental, programs, badges, related printing costs, speaker’s honoraria and expenses, registration fees, etc.

**Awards and Gifts**

Amounts paid or committed to individuals or organizations for support of research or for fellowship, scholarship or other health or welfare program.

**Payments to Affiliated Organizations**

Amounts paid or payable by a chapter or member to its state or national parent organization (e.g., dues or quota-based support).

**Miscellaneous Expense**

Expenses which are not reportable in another classification. Examples may include recruitment of job candidates, moving expenses, etc.

**Indirect Expense**

All organizations, whether commercial, governmental or not-for-profit, conduct a variety of activities which are not identifiable with any one of their programs but are indispensable to the conduct of all of them and to the organization’s existence. Examples include: general board, committee or stall meetings, executive direction and corporate planning, office management, corporate legal services, personnel procurement, accounting, auditing, etc. **However, when any of the above activities can be reasonably identified as part of a specific program, the expenses should be charged to the program benefited.**

**Capital Expenses (Equipment)**

Equipment is defined as property costing \$750 or more per item which has a useful life of one year or more and generally consists of furniture and equipment.

# BUDGET APPLICATION

Full Name of Funder

Early Learning Coalition of Broward County, Inc.

Funding Period:

From: \_\_\_\_\_

To: \_\_\_\_\_

Full Legal Name of Agency

Local Address of Agency

Program Name

Telephone Number

Fax Number

PREPARED BY

Signature

Typed Name and Title

Date Submitted

Telephone Number

AUTHORIZED SIGNATURE

Signature

Title

Typed Name

Date

**FORM A: INDIVIDUAL PROGRAM BUDGET NARRATIVE  
FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**

Agency Name: \_\_\_\_\_ Proposed Budget for FY Ending: \_\_\_\_\_

Program Name: \_\_\_\_\_

<b>REVENUES</b>		<b>REQUESTED AMOUNT</b>
1	Funds from Government Sources	
2	United Way	
3	Foundations	
4	Other Grants	
5	Fund Raising	
6	Contributions/Legacies/Bequests	
7	Membership Dues	
8	Program Service Fees and Sales to the Public	
9	Investment Income	
10	In Kind	
11	Miscellaneous Revenue	
<b>Total Revenue</b>		-



**FORM A: INDIVIDUAL PROGRAM BUDGET NARRATIVE  
FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**

Agency Name: \_\_\_\_\_ Proposed Budget for FY Ending: \_\_\_\_\_  
 Program Name: \_\_\_\_\_

EXPENDITURES		REQUESTED AMOUNT
<b>12. Salaries</b>		
a. Regular Salary		
b. Overtime Salary		
<b>13. Total Salaries</b>		
<b>14. Employee Benefits</b>		
a. FICA/MICA		
b. Unemployment		
c. Workers' Compensation		
d. Health Plan		
e. Retirement		
f. Other		
<b>15. Total Employee Benefits</b>		-
<b>16. Total Salaries / Benefits</b>		-
<b>17. Travel</b>		
a. Travel/Transportation		

**FORM A: INDIVIDUAL PROGRAM BUDGET NARRATIVE  
FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**

Agency Name: \_\_\_\_\_ Proposed Budget for FY Ending: \_\_\_\_\_

Program Name: \_\_\_\_\_

	REQUESTED AMOUNT
b. Conferences/Registration/Travel	
<b>18. Sub-Total Travel</b>	-
<b>19. Building/Occupancy</b>	
a. Rent	
b. Depreciation	
<b>21. Sub-Total Building / Occupancy</b>	-
<b>20. Communications/Utilities</b>	
a. Telephone	
b. Postage & Shipping	
c. Utilities (Power/Water/Gas)	
<b>21. Sub-Total Communications/Utilities</b>	-
<b>22. Printing &amp; Supplies</b>	
a. Office Supplies	
b. Program Supplies	
c. Printing	
<b>23. Sub-Total Printing/Supplies</b>	-

**FORM A: INDIVIDUAL PROGRAM BUDGET NARRATIVE  
FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**

Agency Name: \_\_\_\_\_ Proposed Budget for FY Ending: \_\_\_\_\_  
 Program Name: \_\_\_\_\_

	REQUESTED AMOUNT
<b>24. Child Care Slots</b>	
<b>25. Other</b>	
a. Professional Fees	
b. Insurance	
c. Building Maintenance	
d. Equipment Rental/Maintenance	
e. Specific Assistance to Individuals	
f. Dues & Subscriptions	
g. Training & Development	
h. Food	

**FORM A: INDIVIDUAL PROGRAM BUDGET NARRATIVE  
FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**

Agency Name: \_\_\_\_\_ Proposed Budget for FY Ending: \_\_\_\_\_  
 Program Name: \_\_\_\_\_

	REQUESTED AMOUNT
l. Advertising	
l. Awards & Grants	
k. Sponsored Events	
l. Payments to Affiliated Organizations	
m. Temporary Personnel	
n. Miscellaneous	
<b>26. Sub-Total Other</b>	-
<b>27. Indirect Cost</b>	
<b>28. Capital Expenses (Equipment)</b>	
<b>29. Total Expenditures</b>	-

ALL FINANCIAL INFORMATION ROUNDED TO NEAREST DOLLAR



**FORM A-1: INDIVIDUAL PROGRAM BUDGET  
BY FUNDING SOURCES**

Agency Name: \_\_\_\_\_  
Program Name: \_\_\_\_\_

Proposed Budget for FY Ending: \_\_\_\_\_

(1)	(2)	(3)	(4)	(5)	(6)	(7)
NAME OF FUNDING SOURCE					In-Kind	TOTAL
EXPENDITURES						
12. Salaries						
12.a Regular Salary						-
12.b Overtime Salary						-
13. Total Salaries	-					-
14. Employee Benefits:						
14.a FICA / MICA						-
14.b Florida Unemployment						-
14.c Workers' Compensation						-
14.d Health Plan						-
14.e Retirement						-
14.f Other						-
15. Sub-Total Employee / Benefits	-					-
16. Total Salaries / Benefits	-					-
17. Travel						
17.a Travel/Transportation						-
17.b Conferences/ Registration/Travel						-

**FORM A-1: INDIVIDUAL PROGRAM BUDGET  
BY FUNDING SOURCES**

**Agency Name:** \_\_\_\_\_  
**Program Name:** \_\_\_\_\_

Proposed Budget for FY Ending: \_\_\_\_\_

(1)	(2)	(3)	(4)	(5)	(6)	(7)
NAME OF FUNDING SOURCE					In-Kind	TOTAL
18. Sub-Total Travel	-				-	-
19. Building/Occupancy						
19.a Rent						
19.b Depreciation						
19 Sub-Total Building/Occupancy	-	-		-	-	-
20. Communications/ Telephone						
20.a Telephone						
20.b Postage & Shipping						
20.c Utilities (Power/Water/Gas)						
20.c Sub-Total Communications / Utilities	-	-		-	-	-
21. Printing & Supplies						
22.a Office Supplies						
22.b Program Supplies						
22.c Printing						
23. Sub-Total Printing / Supplies	-	-		-	-	-
24. Child Care Slots						
25. Other						

**FORM A-1: INDIVIDUAL PROGRAM BUDGET  
BY FUNDING SOURCES**

**Agency Name:** \_\_\_\_\_  
**Program Name:** \_\_\_\_\_

Proposed Budget for FY Ending: \_\_\_\_\_

(1)	(2)	(3)	(4)	(5)	(6)	(7)
NAME OF FUNDING SOURCE					In-Kind	TOTAL
25.a Professional Fees						-
25.b Insurance						-
25.c Building Maintenance						-
25.d Equipment Rental/ Maintenance						-
25.e Specific Assistance to Individuals						-
25.f Dues & Subscriptions						-
25.g Training & Development						-
25.h Food Service						-
25.i Advertising						-
25.l Awards & Grants						-
25.k Sponsored Events						-
25.l Payments to Affiliate Organization						-
25.m Temporary Personnel						-
25.n Miscellaneous						-
26. Sub-Total Other	-		-		-	-
27. Indirect Costs						-
28. Capital Expenses (Equipment)						-
29. Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

All Financial Information Rounded to Nearest Dollar



**FORM A-2: PERSONNEL BUDGET NARRATIVE  
FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**

Agency Name: \_\_\_\_\_

Program Name: \_\_\_\_\_

Proposed Budget for FY Ending: \_\_\_\_\_

*Note: Use additional sheets if necessary.*

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
PERSONNEL	% OF TIME	AGENCY SALARY	DATES FROM TO	NUMBER OF PAY PERIODS	SALARY / PP	% OF TOTAL SALARY	AMOUNT	TOTAL	
<i>Positions/Salaries</i>									
Total Salaries									-

**STATEMENT OF NO INVOLVEMENT  
PURSUANT TO SECTION 287.057(18), FLORIDA STATUTES**

I, \_\_\_\_\_, as an authorized representative of \_\_\_\_\_, certify that no member of this firm nor any person having interest in this firm has been awarded a Contract by the Early Learning Coalition of Broward County, Inc., as discussed in Section 287.057(18), Florida Statutes, on a noncompetitive basis to:

- (1) Perform a feasibility study concerning the potential implementation of the subsequent contract to be awarded under this ITN;
- (2) Participate in the drafting to develop this Invitation to Negotiate; or
- (3) Develop a program for future implementation regarding this Invitation to Negotiate.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

**ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS**

If we should be awarded this Contract, we will comply with all the terms and conditions specified in the ITN and contained in the Core Contract.

\_\_\_\_\_  
\*Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title (print)

*\*An authorized official is an officer of the Service Provider's organization who has legal authority to bind the Service Provider to the provisions of the Competitive Sealed Reply. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Competitive Sealed Reply if signed by other than the president, chairman, or owner.*

STATEMENT OF ASSURANCES

The Service Provider assures the following eight (8) itemized requirements and conditions will be met:

1. The Service Provider has the ability to provide directly or through another contract, all services described in the applicable core component area of this ITN and resulting Contract.
2. The Service Provider will accept accountability for meeting the outcomes and performance standards established by the Legislature and the Federal Government related to the project described in this ITN.
3. The Service Provider will accept responsibility for implementation of transition activities to assure that there is no disruption in client care and services related to School Readiness programs.
4. The Service Provider will accept responsibility for all required data collection and reports, including participation in the Enhanced Field System (EFS) and a state approved resource and referral database system, as applicable. In the event the Service Provider proposes to utilize a different system, the Service Provider agrees that the system will be able to download data to the EFS and state approved resource and referral system, as applicable.
5. The Service Provider accepts responsibility for the establishment and maintenance of sufficient Management Information Systems capability to accomplish database coordination as required.
6. The Service Provider assures the establishment sufficient working capital, as required, to meet interim expenses and to maintain an ongoing cash flow.
7. The Service Provider assures its understanding of Section 411.01, Florida Statutes and assures the establishment of school readiness services consistent with its provisions.
8. The Service Provider assures its understanding of Chapter 1002, Florida Statutes and assures the establishment of Voluntary Prekindergarten services consistent with its provisions.
9. The Service Provider, prior to Contract approval, must submit to the Coalition for approval a cost allocation plan, which describes allocation methodologies used to claim costs for this Contract. This plan must also include the indirect allocation and rate methodology.

\_\_\_\_\_  
Service Provider

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**INFORMATION SYSTEMS REQUIREMENTS****Compatibility/Access:**

The Coalition presently is required to maintain information on financially assisted School Readiness services and Voluntary Prekindergarten Services in the Enhanced Field System (EFS) and resource and referral information in a state approved data system. The Contractor(s) shall be required to enter data into and retrieve data from the EFS system and the state approved Resource and Referral data system, as applicable.

Data or output from Contractor systems furnished in electronic format to the Coalition shall be provided in a format compatible with current Coalition standards contained in **Appendix J**.

Prior to purchasing any Information Technology Resource (ITR) with Contract funds, the Contractor(s) must receive written approval from the Coalition's approving authority by means of an Information Resources Request (IRR) form in accordance with CFOP50-9, Policy on Information Resource Requests. ITRs are defined in Chapter 282, Florida Statutes, as data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The Contractor(s) will not be reimbursed for any ITR purchases made prior to obtaining the Coalition's written approval.

In the event the Contractor purchases, develops or maintains its own electronic information systems to support services provided through the Contract, the Coalition shall have access to all information necessary to audit and examine such information in its native format, using access devices (terminals or personal computers) made available for this purpose by the Contractor. The Contractor shall provide the Coalition's representatives with the necessary system user accounts and passwords to access all information related to this Contract that may be stored in the Contractor's systems.

The Contractor shall comply with any naming conventions, security requirements or other specifications relating to any connection it may be allowed to make to the Coalition's electronic information systems. The Contractor's own systems and premises shall be subject to inspection by the Coalition's representatives at any time to verify compliance with security requirements. Any data communications involving the Coalition may also be monitored by Coalition security or systems personnel for compliance with these requirements or misuse of the systems.

**Security**

The Contractor shall comply with all applicable laws and procedures related to security and confidentiality including, but not limited to, Chapter 815 Florida Statutes.

In the event that the Contractor is allowed to electronically connect to any of the Coalition's facilities, the Coalition may suspend or revoke that connection at any time if the Coalition reasonably believes that the overall security of the Coalition's systems may be compromised by a continuation of that connection.

The Contractor shall identify an appropriately skilled and trained individual to function as the Contractor's Data Security Officer who shall serve as a liaison with the Coalition's security staff to maintain an appropriate level of security for data collected or used under this Contract.

**Liability for System Failure**

The Coalition shall not be liable to the Contractor for a failure of any of the Coalition's systems or for the degradation or disruption of any connection or system. Contractor loss or diminution of access to the Coalition's systems for any reason shall not excuse the Contractor from its obligations under this Contract. The Contractor shall not be held accountable for late data input due to a Coalition systems failure.

## INFORMATION SYSTEMS STANDARDS

**Software Standards.** The Coalition's current standards are:

**Operating Systems.** Windows XP

**Integrated 32 bit Office Suite.** XP Professional

**Individual 32 bit Applications.** Word, Excel, Power Point, Access and Outlook

**Word Processing (Windows).** Microsoft Word 2007

**Spreadsheet (Windows).** Microsoft Excel 2007

**Database (Windows Development).** Microsoft Access and File Maker

**Graphics (Windows).** Microsoft Power Point 2007

**TCP/IP stack standard.** Microsoft Windows XP TCP/IP

**Internet browser.** Microsoft Internet Explorer v. 6.0 xpsp sp2 or greater

**Electronic Calendar (Windows).** Microsoft Outlook

**Internet Service Provider (ISP) Standard.** Broadband

Note: These standards are subject to change upon 30 days prior written notice to CEO/Executive Director of the Contractor at their last known address.

**EARLY LEARNING COALITION OF BROWARD COUNTY, INC.  
LIMITATION ON CONTACTING COALITION AND INVITATION TO NEGOTIATE  
AND RECEIPT OF ALL ADDENDA ACKNOWLEDGEMENT**

Service Provider Name: \_\_\_\_\_

Service Provider Mailing Address: \_\_\_\_\_

City State Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Service Provider E-Mail Address: \_\_\_\_\_

Total number of pages in the Competitive Sealed Reply (**not inclusive** of Attachments I and II): \_\_\_\_\_

Total number of pages in the Competitive Sealed Reply (**inclusive** of Attachments I and II): \_\_\_\_\_

I certify that this negotiation 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 negotiation and certify that I am authorized to sign this response and that the offer is in full and complete compliance will all requirements of the Invitation to Negotiate, including but not limited to, certification requirements,

I also certify that the Service Provider has complied with Section 2.2 of this ITN entitled: **“LIMITATIONS ON CONTACTING EARLY LEARNING COALITION, INC. PERSONNEL, EVALUATION COMMITTEE, AND BOARD MEMBERS”**

In conducting negotiations with the Early Learning Coalition of Broward County, Inc., Service Provider offers and agrees that if this negotiation is accepted, the Service Provider will convey, sell, assign or transfer to the Early Learning Coalition of Broward County, Inc. all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the Early Learning Coalition of Broward County, Inc. At the Coalition’s discretion, such assignment shall be made and become effective at the time the Coalition tenders final payment to the Service Provider.

I further certify receipt of the following Addenda to this Invitation to Negotiate (ITN) from the Coalition on the date(s) indicated below:

ADDENDA: NO.1: \_\_\_\_\_ NO. 2: \_\_\_\_\_ NO. 3: \_\_\_\_\_ NO. 4: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (manual)

\_\_\_\_\_  
Authorized Signature and Title (typed)

**ITN Response # (Assigned by Coalition)** \_\_\_\_\_

ITN Response Number Assigned by Coalition \_\_\_\_\_

**TITLE PAGE AND FATAL  
CRITERIA CHECKLIST**

\_\_\_\_\_  
Title of Competitive Sealed Reply

\_\_\_\_\_  
Service Provider Name

Circle The Core Component Area to Which this Replies (One Only):

ELC \_\_\_\_\_

\_\_\_\_\_  
Service Provider Contact Person Title

\_\_\_\_\_  
Service Provider Address

\_\_\_\_\_  
Telephone Fax E-mail

Telephone	Fax	E-mail	Service Provider Check (-)	Coalition Check (-)
<b>FATAL CRITERIA CHECKLIST</b>				
1. Was the Competitive Sealed Reply received by the time and date specified in the ITN?				
2. Original and fourteen (14) copies of the Competitive Sealed Reply and electronic file on CD in pdf format?				
3. Original signed and dated <b>Limitation on Contacting Coalition and Invitation to Negotiate and Addenda Acknowledgement</b> form indicating the total number of pages in the Competitive Sealed Reply? ( <b>Appendix K</b> )				
4. Signed Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion Contracts/Subcontracts? ( <b>Appendix M</b> )				
5. Signed Acceptance of Contract Terms and Conditions form? ( <b>Appendix G</b> )				
6. Signed Statement of No Involvement? ( <b>Appendix F</b> )				
7. Signed Statement of Assurances? ( <b>Appendix H</b> )				
8. Sworn Statement Pursuant To Section 287.133(3)(a), Florida Statutes, on Entity Crimes? ( <b>Appendix N</b> )				
9. Was the Competitive Sealed Reply (including all accompanying forms requiring signature) signed by a duly authorized officer of the applying organization, and was proof of authorization included, if needed?				
10. Did the Service Provider include the required Guarantee in the amount of in the amount of \$100,000 or 1% of the requested service budget amount (whichever is less)? (See Section 2.10) (Service Provider, indicate if one Guarantee is being submitted to cover multiple Competitive Sealed Replies? ____yes ____no)				
11. Did the Service Provider attach a completed, signed IRS Form W-9?				
12. Did the Service Provider attach the most recent audit, having an unqualified opinion, or compiled financial statements, as applicable per Section 5.1-A.?				
13. Did the Service Provider pass the Financial Test, as detailed in Section 5.1-B.?			<b>N/A</b>	
14. Did the narrative include Attachments I and II and not exceed 60 pages not inclusive of those attachments?				



**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
CONTRACTS AND SUBCONTRACTS  
(for contracts including over \$25,000 in Federal funds)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

**INSTRUCTIONS**

1. Each Contractor whose contract/subcontract equals or exceeds \$25,000 in federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, Contractors who audit federal programs must also sign, regardless of the contract amount. The Early Learning Coalition of Broward County, Inc. cannot contract with these Contractors if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The Contractor shall provide immediate written notice to the contract manager at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The Contractor agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The Contractor further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification.
7. The Early Learning Coalition of Broward County, Inc. may rely upon a certification of the Contractor that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's file. Subcontractor's certifications must be kept at the Contractor's business location.

**CERTIFICATION**

- (1) The prospective Contractor certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) The prospective Contractor certifies, by signing this certification, that it is not ineligible for award pursuant to Section 287.133 (Public Entity Crime) and/or Section 287.134 (Discriminatory Service Provider), Florida Statutes.
- (3) Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective provided shall attach an explanation to this certification.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is  
\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:  
\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(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 public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control 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 an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not 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.
  - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into 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.
  - d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

\_\_\_\_\_  
Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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 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 subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. 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.**

\_\_\_\_\_  
(Signature) \_\_\_\_\_

Sworn to an subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 19

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

## Early Learning Coalition of Broward County, Inc.

### PRIORITIZATION ORDER FOR SERVICE OF SCHOOL READINESS CHILDREN

- A. TANF, authorized by WorkForce One:
1. Children of families receiving temporary cash assistance and subject to federal work requirements (Birth up to the age of thirteen (13) years)\*
- B. (At-Risk) Children served by the Family Safety Program Office of the Department of Children and Family Services or a community-based lead agency pursuant to Chapter 39, Florida Statutes, and for whom child care is needed to minimize risk of further abuse, neglect, or abandonment. These children will have a valid referral from DCF or its contracted provider.
1. Children ages three (3) to school entry (Rilya Wilson)\*
  2. Children ages birth to three (3)
  3. Children ages school-age up to the age of thirteen (13)
- C. Disaster Impacted Families:  
Broward County families impacted by “declared disaster”+.
- D. Working families (financially eligible)
1. Transitional child care, authorized by Work Force for ages Birth to 5 and school-age up to the age of thirteen (13).
  2. Children up to age 10 (ten) in priority groups required by statute, whose time limits have expired and whose families are eligible based on income guidelines.
  3. Transitional child care for formerly “At-Risk” children (category B above) ages 9-12 for 1 additional year of care.
  4. Children with special needs: EIP children (Birth to 3 years) and children under school age who are eligible by Exceptional Student Education (ESE) requirements.
  5. Non-school-age with all parents/guardians (one or two) working or in educational activity.
  6. Siblings up to age 10 of non school-age children with all parents/guardians working or in educational activity.
  7. Formerly homeless children, ages birth up to the age of nine (9), who have been receiving services through the Broward County funded Homeless program.
  8. Transitional child care for formerly homeless (according to Broward County grant) ages 9-12 for 1 additional year of care.
  9. School-age children up to age ten (10) with all (one or two) parents/guardian working or in educational activity (priority order goes by age - youngest children first).
  10. School-age Children 10 to13 year of age with all (one or two) parents/guardians working or in educational activity.

\*Mandatory clients as per law

+ As per Coalition COOP and defined by the Board

Approved by Coalition Board June 26, 2009

ITN Response Number: \_\_\_\_\_  
 Evaluator Initials: \_\_\_\_\_

Section C Evaluation of Core Components  
**ELC 3: Child Screening System Coordination**

**Goal A:** Coordinate with child care providers and parents ensuring all initial and annual screenings are completed timely, accurately, and appropriately.

**Output Goal A1:** 100% of parents with children, birth to five years old, not yet enrolled in kindergarten, enrolled in Coalition financially assisted care shall be offered a developmental screen for their child(ren) by the child’s early learning facility. Said offering shall include information for parents on the importance and advantages of developmental screening.

**Output Goal A2:** 100% of children, birth to five years old, not yet enrolled in kindergarten, participating in Coalition financially assisted care, must have written parental consent for their child’s screening.

**Output Goal A3:** 100% of eligible children, birth to five years old, not yet enrolled in school, participating in Coalition financially assisted care, whose parents provide consent to the developmental screening process, shall receive developmental screens according to the following system: [Coalition monitoring Standard shall be 90%]

- a. All children newly enrolled during the contract period shall be screened within 45 calendar days of enrollment;
- b. All children continuing enrollment in school readiness programs shall be screened annually within 45 days of their birth date.

<b>Evaluator:</b> Please refer to point value descriptions and score each box from 0 – 10.	Score		
	A1	A2	A3
How well does the Service Provider’s response demonstrate how it will meet and ensure the Core Service Component Goals and Objectives and the Additional Core Service Provider Responsibilities?			
How well does the Service Provider address the specific kind and number of activities and services to be implemented that support the objective and responsibility and the staff expected to provide and support these activities?			
How well does the Service Provider demonstrate a precise way that each objective and responsibility will be tracked and measured internally by the Service Provider?			
How well does the Service Provider provide a demonstration of knowledge of and adherence to applicable laws, rules and policies that govern each particular service delivery area?			
<b>Total – Subsection Score</b>			

ITN Response Number: \_\_\_\_\_  
 Evaluator Initials: \_\_\_\_\_

Section C Evaluation of Core Components  
 ELC 3: **Child Screening System Coordination**

**Goal B:** Ensure all screenings requiring referral for additional screens, support, or further evaluation are referred in a timely manner, and parents receive the community services and supports required to maximize their child’s development.

**Output Goal B:** 100% of children identified needing additional screens or services shall receive them within 45 days of the referral for services. [Coalition monitoring standard shall be 95%]

<b>Evaluator:</b> Please refer to point value descriptions and score each box from 0 – 10.	<b>Score</b>
How well does the Service Provider’s response demonstrate how it will meet and ensure the Core Service Component Goals and Objectives and the Additional Core Service Provider Responsibilities?	
How well does the Service Provider address the specific kind and number of activities and services to be implemented that support the objective and responsibility and the staff expected to provide and support these activities?	
How well does the Service Provider demonstrate a precise way that each objective and responsibility will be tracked and measured internally by the Service Provider?	
How well does the Service Provider provide a demonstration of knowledge of and adherence to applicable laws, rules and policies that govern each particular service delivery area?	
<b>Total – Subsection Score</b>	

ITN Response Number: \_\_\_\_\_  
 Evaluator Initials: \_\_\_\_\_

Section C Evaluation of Core Components  
 ELC 3: **Child Screening System Coordination**

**Goal C:** Coordinate with the Coalition and service providers to report the progress of children’s development, especially children with special needs and children receiving low or marginal screening scores.

**Goal D:** Coordinate with the Coalition and service providers to ensure effective linkage between developmental screenings, implementation of Individual Education Plans (IEPs) and Individual Family Support Plans (IFSPs), on-going child assessment and instruction, especially for children with special needs or developmental delays.

**Output Goals C:** 95% of children identified as requiring additional/specialized instruction or IEP/IFSP shall receive that instruction or plan within 60 days of the determination of the child’s needs.

**Output Goals D:** 95% of children identified as requiring additional/specialized instruction or IEP/IFSP shall receive that instruction or plan within 60 days of the determination of the child’s needs.

Evaluator: Please refer to point value descriptions and score each box from 0 – 10.	Score	
	C	D
How well does the Service Provider’s response demonstrate how it will meet and ensure the Core Service Component Goals and Objectives and the Additional Core Service Provider Responsibilities?		
How well does the Service Provider address the specific kind and number of activities and services to be implemented that support the objective and responsibility and the staff expected to provide and support these activities?		
How well does the Service Provider demonstrate a precise way that each objective and responsibility will be tracked and measured internally by the Service Provider?		
How well does the Service Provider provide a demonstration of knowledge of and adherence to applicable laws, rules and policies that govern each particular service delivery area?		
<b>Total – Subsection Score</b>		

ITN Response Number: \_\_\_\_\_  
 Evaluator Initials: \_\_\_\_\_

Section C Evaluation of Core Components  
 ELC 3: **Child Screening System Coordination**

**Goal E:** Support community and services planning with children’s data and analysis of developmental screening, child assessments, and developmental progress results.

**Output Goal E:** Collect, analyze, and report screening, child assessment and specialized instruction results for children who demonstrate developmental delays.

<b>Evaluator:</b> Please refer to point value descriptions and score each box from 0 – 10.	<b>Score</b>
How well does the Service Provider’s response demonstrate how it will meet and ensure the Core Service Component Goals and Objectives and the Additional Core Service Provider Responsibilities?	
How well does the Service Provider address the specific kind and number of activities and services to be implemented that support the objective and responsibility and the staff expected to provide and support these activities?	
How well does the Service Provider demonstrate a precise way that each objective and responsibility will be tracked and measured internally by the Service Provider?	
How well does the Service Provider provide a demonstration of knowledge of and adherence to applicable laws, rules and policies that govern each particular service delivery area?	
<b>Total – Subsection Score</b>	



ITN Response Number: \_\_\_\_\_  
 Evaluator Initials: \_\_\_\_\_

Section C Evaluation of Core Components  
 ELC 4: **Road to Child Outcomes**

**Goal A:** Ensure the continuous assessment of all School Readiness children birth to five (not yet in kindergarten), especially those requiring additional developmental support(s), using a nationally researched based, comprehensive early childhood, electronic child assessment, and use the results to inform instruction.

**Outcome A1:** 85% of children who remain in an ECE program for at least nine months will function within age expectations in all areas of development when they exit the program, as measured by Teaching Strategies Gold Performance and Growth Reports.

**Outcome A2:** 80% of children participating in the program will “demonstrate” kindergarten readiness as measured by the Florida Assessment for Instruction in Reading (FAIR) and the Early Childhood Observation System Status Results (ECHOs).

**Outcome A3:** 15% of children participating in the program will demonstrate “emerging progressing readiness” for kindergarten readiness as measured by the Florida Assessment for Instruction in Reading (FAIR) and the Early Childhood Observation System Status Results (ECHOs).

Evaluator: Please refer to point value descriptions and score each box from 0 – 10.	Score		
	A1	A2	A3
How well does the Service Provider’s response demonstrate how it will meet and ensure the Core Service Component Goals and Objectives and the Additional Core Service Provider Responsibilities?			
How well does the Service Provider address the specific kind and number of activities and services to be implemented that support the objective and responsibility and the staff expected to provide and support these activities?			
How well does the Service Provider demonstrate a precise way that each objective and responsibility will be tracked and measured internally by the Service Provider?			
How well does the Service Provider provide a demonstration of knowledge of and adherence to applicable laws, rules and policies that govern each particular service delivery area?			
<b>Total – Subsection Score</b>			

ITN Response Number: \_\_\_\_\_  
 Evaluator Initials: \_\_\_\_\_

Section C Evaluation of Core Components  
 ELC 4: **Road to Child Outcomes**

**Goal B1:** The family engagement services must work with the families in conjunction with their child's early education facility.

**Goal B2:** The family engagement services must coincide with the educational curriculum and developmental experiences within the child's classroom.

**Goal B3:** The family engagement services must provide expanded positive life experiences for parents that they can share with their children.

**Output Goals B1-B3:** 90% of parents of participating children will indicate that the program in which their child(ren) is enrolled, helped them in their ability to understand and meet the needs of their children, as measured by an annual survey which looks at a minimum the following: Participation in school sponsored activities; knowledge of their rights and advocacy efforts on behalf of their children; how they helped their child(ren) developed and learn; access to services, programs and activities in their community.

**Outcome B4:** Children whose parents/families actively participate in family engagement services will realize greater rates of development in all areas, as compared to their peers, as measured by Teaching Strategies Gold Performance and Growth Reports.

Evaluator: Please refer to point value descriptions and score each box from 0 – 10.	Score			
	B1	B2	B3	B4
How well does the Service Provider's response demonstrate how it will meet and ensure the Core Service Component Goals and Objectives and the Additional Core Service Provider Responsibilities?				
How well does the Service Provider address the specific kind and number of activities and services to be implemented that support the objective and responsibility and the staff expected to provide and support these activities?				
How well does the Service Provider demonstrate a precise way that each objective and responsibility will be tracked and measured internally by the Service Provider?				
How well does the Service Provider provide a demonstration of knowledge of and adherence to applicable laws, rules and policies that govern each particular service delivery area?				
<b>Total – Subsection Score</b>				

ITN Response Number: \_\_\_\_\_  
 Evaluator Initials: \_\_\_\_\_

Section C Evaluation of Core Components  
 ELC 4: **Road to Child Outcomes**

**Goal C:** Ensure all designated ECE programs provide the appropriate screens and assessments and work with “Master Teacher Teams” (as determined by the Contractor’s plan to deliver this service), to ensure children receive the education instruction and supports necessary to maximize their development. Children’s development will be measured by an approved nationally researched based, comprehensive early childhood, electronic child assessment system.

**Output C1:** 95% of the classrooms that score in the “low quality” range in any of the three (3) CLASS domains (Emotional Support, Classroom Organization, Instructional Support) at time of entry into the CLASS initiative will improve teacher- child interaction and move out of the “low quality” range after program participation as measured by pre- and post-CLASS observations conducted by reliable observers.

**Output C2:** 90% of classrooms will be identified as providing “high quality” Classroom Organization; 80% “high quality” Emotional Support; 80% “high quality” Instructional Support after program participation as measured by CLASS observations by reliable observers.

**Outcome C3:** 85% of children who entered the program below age expectations and remain in the program for at least nine months will substantially increase their rate of growth in all areas of development when they exit the program as measured by Teaching Strategies Gold Performance and Growth Reports.

**Outcome C4:** 80% of children participating in the program will “demonstrate” kindergarten readiness as measured by the Florida Assessment for Instruction in Reading (FAIR) and the Early Childhood Observation System Status Results (ECHOs).

**Outcome C5:** 15% of children participating in the program will demonstrate “emerging progressing readiness” for kindergarten readiness as measured by the Florida Assessment for Instruction in Reading (FAIR) and the Early Childhood Observation System Status Results (ECHOs).

Evaluator: Please refer to point value descriptions and score each box from 0 – 10.	Score				
	C1	C2	C3	C4	C5
How well does the Service Provider’s response demonstrate how it will meet and ensure the Core Service Component Goals and Objectives and the Additional Core Service Provider Responsibilities?					
How well does the Service Provider address the specific kind and number of activities and services to be implemented that support the objective and responsibility and the staff expected to provide and support these activities?					
How well does the Service Provider demonstrate a precise way that each objective and responsibility will be tracked and measured internally by the Service Provider?					
How well does the Service Provider provide a demonstration of knowledge of and adherence to applicable laws, rules and policies that govern each particular service delivery area?					
<b>Total – Subsection Score</b>					

ITN Response Number: \_\_\_\_\_  
 Evaluator Initials: \_\_\_\_\_

Section C Evaluation of Core Components  
 ELC 6: **Broward Scholarship Administration**

**Goal A:** Increase the level of professional development in the Broward Early Education field.

**Output A1:** Award and monitor at least 125 scholarships for applicants who enroll in and agree to complete 120 hours of formal early childhood education coursework offered by a State approved educational institution and leading to completion and/or application of a CDA National credential.

**Output A2:** Award and monitor at least 50 scholarships for applicants who enroll in Early Care and Education courses and complete (3) credit hours of pre-approved college courses.

**Output A3:** Award and monitor at least 25 scholarships for applicants who enroll in and complete course work toward an Associate's Degree.

Evaluator: Please refer to point value descriptions and score each box from 0 – 10.	Score		
	A1	A2	A3
How well does the Service Provider's response demonstrate how it will meet and ensure the Core Service Component Goals and Objectives and the Additional Core Service Provider Responsibilities?			
How well does the Service Provider address the specific kind and number of activities and services to be implemented that support the objective and responsibility and the staff expected to provide and support these activities?			
How well does the Service Provider demonstrate a precise way that each objective and responsibility will be tracked and measured internally by the Service Provider?			
How well does the Service Provider provide a demonstration of knowledge of and adherence to applicable laws, rules and policies that govern each particular service delivery area?			
<b>Total – Subsection Score</b>			

ITN Response Number: \_\_\_\_\_  
 Evaluator Initials: \_\_\_\_\_

Section C Evaluation of Core Components  
 ELC 6: **Broward Scholarship Administration**

**Goal B:** Increase the outcomes of children enrolled in classes/programs led by participating professionals, as determined by the Coalition.

**Outcomes Goal B:** 85% of children who entered the scholarship awardees' classroom or program and remain in the program for at least nine months will substantially increase their rate of growth in all areas of development as measured by Teaching Strategies Gold Performance and Growth Reports.

Evaluator: Please refer to point value descriptions and score each box from 0 – 10.	Score
How well does the Service Provider's response demonstrate how it will meet and ensure the Core Service Component Goals and Objectives and the Additional Core Service Provider Responsibilities?	
How well does the Service Provider address the specific kind and number of activities and services to be implemented that support the objective and responsibility and the staff expected to provide and support these activities?	
How well does the Service Provider demonstrate a precise way that each objective and responsibility will be tracked and measured internally by the Service Provider?	
How well does the Service Provider provide a demonstration of knowledge of and adherence to applicable laws, rules and policies that govern each particular service delivery area?	
<b>Total – Subsection Score</b>	

ITN Response Number: \_\_\_\_\_  
 Evaluator Initials: \_\_\_\_\_

Section C Evaluation of Core Components  
 ELC 6: **Broward Scholarship Administration**

**Goal C:** Broward professional development scholarship recipients will improve the quality of their work and/or impact on the early childhood field.

**Output Goal C1:** 85% of current Broward professional development scholarship recipients will enhance the effectiveness of their work.

**Output Goal C2:** 85% of scholarship recipient’s professional development progress will be tracked over time, to correlate Scholarship investment with professional development progress.

<b>Evaluator:</b> Please refer to point value descriptions and score each box from 0 – 10.	Score	
	C1	C2
How well does the Service Provider’s response demonstrate how it will meet and ensure the Core Service Component Goals and Objectives and the Additional Core Service Provider Responsibilities?		
How well does the Service Provider address the specific kind and number of activities and services to be implemented that support the objective and responsibility and the staff expected to provide and support these activities?		
How well does the Service Provider demonstrate a precise way that each objective and responsibility will be tracked and measured internally by the Service Provider?		
How well does the Service Provider provide a demonstration of knowledge of and adherence to applicable laws, rules and policies that govern each particular service delivery area?		
<b>Total – Subsection Score</b>		

FINAL SCORING TABULATION EXAMPLE				
EVALUATION SECTION	MAXIMUM POINTS AVAILABLE	EVALUATOR'S RAW SCORE	WEIGHTED RATE FACTOR	WEIGHTED SCORE
<b>CHILD SCREENING SYSTEM COORDINATION</b>				
A	30		1.5	
B	110		0.6	
C	280		0.81	
D	30		3.75	
<b>TOTALS:</b>	<b>450</b>			
<b>ROAD TO CHILD OUTCOMES</b>				
A	30		2.2	
B	110		0.9	
C	480		0.68	
D	30		5.5	
<b>TOTALS:</b>	<b>650</b>			
<b>BROWARD SCHOLARSHIP ADMINISTRATION</b>				
A	30		1.4	
B	110		0.55	
C	240		0.86	
D	30		3.4	
<b>TOTALS:</b>	<b>410</b>			