



**Request for Proposals**

**RFP-2024-02 Childcare Partners Palm Beach County**

RFP Issued: Monday, March 18, 2024

In Person Informational Meeting: **Tuesday, March 26<sup>th</sup>, 2024, at 6:00 PM EST.**

Checklist Items Due: **Friday, April 5<sup>th</sup>, 2024, by 5:00 PM EST**

Estimate Time for Site Visits for Quality Assurance Inspection: **Beginning Week April 8<sup>th</sup>**

Virtual Public Bid Scoring: **Tuesday, April 23<sup>rd</sup>, 2024, at 12:30 PM**

Estimated Award Date: **Week of May 1<sup>st</sup>, 2024**

**Requests for information related to this Proposal should be directed to:**

Procurement and Contracts Department  
Email Address: [lsfprocurement@lsfnet.org](mailto:lsfprocurement@lsfnet.org)  
Lutheran Services Florida  
3627A W. Waters Ave Tampa, Florida 33614



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## 1. PURPOSE OF REQUEST FOR PROPOSAL

Lutheran Services Florida (LSF) is seeking proposals from responsible, licensed, and experienced Child Care Partners in Palm Beach County, Florida.

## 2. ABOUT LUTHERAN SERVICES FLORIDA (LSF)

LSF is a non-profit organization dedicated to serving those most vulnerable members of our communities by providing life-changing human services to all people regardless of age, background, or belief system. We are dedicated to serving children and families, youth and teens, adults and elderly, refugees and immigrants through various programs ranging from substance abuse and mental health to education. Through our work, we help communities build healthier, happier, and hope-filled futures.

For additional information about Lutheran Services Florida, please visit our webpage at [www.lsfnet.org](http://www.lsfnet.org)

## 3. MANDATORY MINIMUM REQUIREMENTS/QUALIFICATIONS

This section contains mandatory minimum requirements that must be met in order for an offer to be considered responsive. If required, offerors shall include a detailed narrative outlining how the proposed solution meets the minimum mandatory requirements outlined in this section. Failure to meet any one of the mandatory requirements/qualifications will result in the proposal being rejected and the proposal will not move forward in the evaluation process.

All of the items described in this section are non-negotiable. A rejection of a proposal due to a proposal not meeting mandatory minimum requirements can occur at any time in the evaluation process.

- Offeror shall be a State of Florida licensed Child Care Provider to RFP to perform these services. <https://www.myfloridalicense.com>
- Debarment: By signing and submitting a proposal, Offerors certifying that they are not currently debarred by any local or state government or the Federal Government.
- Any offeror wishing to submit a proposal and be considered for this Solicitation will have had and demonstrate successful experience within the past two (2) years relating to or similar to the RFP Scope of Services
- Must be a participant in the Child Care Food Program (CCFP) and be able to provide an agreement showing status.
- Be withing desired locations within RFP.

## 4. ADMINISTRATIVE GUIDANCE

This RFP is designed to provide interested businesses with basic information sufficient to submit proposals meeting minimum requirements. It is not intended to limit a proposal's content or to exclude any relevant or essential data therefrom. Offerors are at liberty, and are encouraged, to expand upon the specifications to give additional evidence of their ability to provide the products and/or construction requested in this RFP.

## 5. ISSUING OFFICE AND RFP REFERENCE NUMBER

Lutheran Services Florida Procurement Office is the issuing office for this RFP and all information relating to it. The reference number for this RFP is **RFP-2024-02**. This number must be referenced on all proposals, correspondence, and documentation relating to this RFP. Failure to do so may result in missed questions or responses.

## 6. INFORMATIONAL MEETING



An Informational meeting will be held **Tuesday March, 26<sup>th</sup>, 2024, at 6:00 PM EST** at the below address:  
**3230 Commerce Place, Suite A, West Palm Beach, FL 33407. *RSVP is requested here:***  
<https://forms.office.com/r/PQ8CK0QVpv>

### 7. PUBLIC BID EVALUATION/SCORING

Public Bid Scoring meeting will be held virtually on **Tuesday, April 23<sup>rd</sup>, 2024, 12:30 PM EST** at the Zoom link:  
**Registration is required in advance for this meeting; zoom link will be provided after registration.**  
**After registering, you will receive a confirmation** email containing information about joining the meeting.  
This event will be recorded and distributed after completion in the event you are unable to attend.

### 8. DUE DATE

For a response to be considered, it must be submitted directly to [Lsfprocurement@lsfnet.org](mailto:Lsfprocurement@lsfnet.org) via email Or In person drop off at Palm Beach Head Start Admin Office Attention Parry Bolognese 3230 Commerce Place, Suite A, West Palm Beach, FL 33407 no later than **5:00 PM EST on April 5<sup>th</sup>, 2024**. Proposals received after this deadline will be late and ineligible for consideration. Proposals sent to any other email addresses will not be accepted.

### 9. TIMELINE FOR EVALUATION

- RFP Issued: **Monday, March 18, 2024**
- Informational Meeting: **Tuesday March 26<sup>th</sup>, 2024, at 6:00 PM EST**
- Checklist Items Due: **April 5<sup>th</sup>, 2024, by 5:00 PM EST**
- Estimate Time for Site Visits for Quality Assurance Inspection: **Week of April 8<sup>th</sup>**
- Virtual Public Bid Scoring: **Tuesday, April 23<sup>rd</sup>, 2024, at 12:30 PM EST**
- Estimated Award Date: **Week of May 1<sup>st</sup>, 2024**

### 10. ADDENDUM TO RFP

In the event that it becomes necessary to revise this RFP in whole or in part, an addendum will be released by the Procurement Office. All addenda become part of the RFP and the information contained therein will take precedence over the information contained in this document.

### 11. RESTRICTIONS ON COMMUNICATIONS WITH STAFF

From the issue date of this RFP until an offeror is awarded a contract, offerors are prohibited from communicating about the subject of this RFP with any Lutheran Services of Florida administrator or staff except the Purchasing Official assigned to this RFP, other Procurement & Contract Services staff members, individuals authorized in writing by the Purchasing Official, and organization representatives during offeror presentations. If violation of this provision occurs, the organization may reject the offeror’s proposal.

### 12. CONTRACT PERIOD

The term of this award shall begin upon execution of LSF Agreement and remain in full force until the completion of services through March 31<sup>st</sup>, 2025. The estimated start date of the awarded Child Care Partner will begin around August 1<sup>st</sup>, 2024.

### 13. CHECKLIST ITEMS SUBMISSION FORMAT

Child Care Partners shall organize their checklist items as outlined below. Each document shall be numbered to corresponding checklist item #. Failure to format the proposal as follows may result in the proposal being deemed not responsive and disqualified from consideration.

1. Complete predetermination application <https://forms.office.com/r/PQ8CK0QVpv>



2. Copy of Child Care License(s)
3. Legal name(s) and title(s) of person(s) who have signature authority for the effective dates of the upcoming contract. A letter from the Board is required, if applicable.
4. IRS form W9
5. Copy of floor plan(s) for all sites
6. Copy of Real Estate Survey report for all sites
7. Copy of current Fire Safety inspection conducted by local Fire Marshall (Must be signed by Fire Marshall)
8. Proof of Liability Insurance for the upcoming contract period
9. CCFP Food Program Participant Agreement - <https://www.floridahealth.gov/programs-and-services/childrens-health/child-care-food-program/prospective-contractor.html>
10. Last three years of tax returns, balance sheets and income statements. (2023, 2022, 2021)
11. Copy of Level II background check for owner and Education Director
12. Copy of Dept Children and Families inspections/complaints for the last 24 months
13. Current Emergency Preparedness Plan and list of emergency contacts
14. Written Substitute plan for staff
15. Copy of Dept Children and Families capacity summary for indoor and playground space
16. Accreditation Letters Example; APPLE (Accredited Professional Preschool Learning Environment), NAEYC (National Association for the Education of Young Children), if applicable or written statement
17. QRIS (Quality Rating and Improvement System)/Guiding Star Certification/Strong Minds Certification, if applicable or written statement
18. Within in zip codes 33401, 33402, 33403, 33405, 33407, 33409, 33411, 33412, 33424, 33425, 33426, 33435, 33436, 33460, 33461, and 33483in Palm Beach County, Florida

## 14. INSTRUCTIONS FOR SUBMITTING CHECKLIST ITEMS

- Checklist documentation must be organized as outlined in “Checklist Items Submission Format”. Each document submitted MUST have a corresponding checklist number written on each page and organized in the order of checklist items.
- Checklist items must be submitted directly to Procurement and Contracts at [lsfprocurement@lsfnet.org](mailto:lsfprocurement@lsfnet.org). Proposals submitted to any other email address will not be accepted.
- Checklist items must be submitted by the due date assigned herein. Late proposals will not be accepted.
- By submitting checklist items, the offeror is certifying that is not currently debarred.
- Checklist items must be submitted via email to [lsfprocurement@lsfnet.org](mailto:lsfprocurement@lsfnet.org) by the proposal due date, it is the expectation that the **subject line of the email when submitting your proposal is “RFP-2024-02 Child Care Partner Palm Beach County”** . Failure to add this to the subject line may cause your proposal to be missed.

## 15. ZIP CODES OF REQUESTED SERVICES



Lutheran Services Florida (LSF) is seeking Head Start and Early Head Start Child Care Partners in zip codes 33424, 33425, 33426, 33435, 33483, 33436, 334603, 33461, 33401, 33407, 33402, 33409, 33403, 33411, 33405, and 33412 in Palm Beach County, Florida.

## 16. SCOPE OF SERVICES

PROVIDER shall, in a satisfactory and proper manner, deliver program governance and comprehensive health, education and child development, nutrition, family services, disabilities, mental health, and other social services to economically disadvantaged children and their families in accordance with Head Start Program Performance Standard 45 CFR Chapter XIII, and will perform the following:

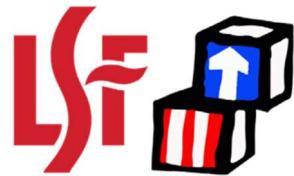
### I. PROVIDER shall

- A. PROVIDER shall comply with Head Start Act, P. L. 110- 134 "Improving Head Start for School Readiness Act of 2007", 42 U.S.C. §9801 et seq., Head Start Program Performance Standards 45 C.F.R. Chapter XIII, applicable Palm Beach County Child Care Licensing requirements, Lutheran Services Florida's Head Start and Early Head Start Policies and Procedures, and any other applicable law or regulation.
  - 1. All PROVIDER Head Start employees and Early Head Start must have a physical examination completed prior to the start of their employment. Physical examination must include a tuberculosis test (TB Test). Physical examinations must be repeated every two years. PROVIDER is responsible for the cost. Proof of initial physical examination, physical reexamination and TB Test must be placed in each individual staff file.
  - 2. All PROVIDER Head Start and Early Head Start employees must pass a Level II criminal background screening, which includes federal, state, local background screens, Sexual Predator/Offender Database Screening as well as the Abuse/Neglect Registry Screening and signed Affidavit of Good Moral Character, must be completed prior to the start of employment. Thereafter, the local background screen shall be completed annually, and the Federal and State background screen completed every five years. A new Affidavit of Good Moral Character shall be annually. All costs for background screening are the responsibility of PROVIDER. Evidence of all such screenings must be placed in each individual staff file. The cost of background screening will be the responsibility of PROVIDER.
  - 3. All PROVIDER Head Start and Early Head Start employees must have a current Pediatric First Aid and Cardiopulmonary Resuscitation (CPR) certifications. The cost of these certifications shall be the responsibility of PROVIDER.
- B. PROVIDER shall provide services for **Head Start** and **Early Head Start** children and families. The maximum number of **222** days, PROVIDER will follow the NON-FEDERAL ENTITY



approved Head Start/Early Head Start Calendar from April 1, 2024 -March 31, 2025. Any deviation from the calendar must be presented in writing no later than 90 days prior to the date requested and approved in writing by NON-FEDERAL ENTITY.

- C. PROVIDER shall maintain up to date records of the children's attendance, menu, medical conditions (including appropriate consent forms) and any other documents required by NON-FEDERAL ENTITY, Head Start Program Performance Standards, NON-FEDERAL ENTITY Head Start Policies and Procedures, the United States Department of Agriculture's (USDA) Child and Adult Food Care Program, County Child Care Licensing Program and any governmental authority or applicable funding agency.
- D. PROVIDER shall collaborate with NON-FEDERAL ENTITY staff to assure continuity in accomplishing NON-FEDERAL ENTITY's short-term goals and long-term objectives.
- E. PROVIDER shall utilize a developmentally appropriate curriculum as determined by NON-FEDERAL ENTITY and shall utilize child tracking and assessment tools as agreed upon by NON-FEDERAL ENTITY.
- F. PROVIDER shall monitor its own program for compliance in all areas listed in Attachment 1 and report and deficiencies or non-compliance issues to the NON-FEDERAL ENTITY on the same day by close of business. It is the responsibility of PROVIDER to correct any non-compliance issues within the timeframe agreed upon with NON-FEDERAL ENTITY.
- G. PROVIDER cannot assign, in whole or part, to a third party or subcontractor to any vendor without NON-FEDERAL ENTITY's consent. Any service provider such as mental health must receive written consent for contracts over \$5,000.00. All requirement of this Agreement, Federal, state, and local laws and regulations shall be included in all subcontracts and assignments.
- H. PROVIDER shall not deviate in any respect from the program objectives and the Scope of Services delineated in this Agreement, or amendments and attachments thereto, without prior written approval from NON-FEDERAL ENTITY. PROVIDER shall obtain prior written approval from NON-FEDERAL ENTITY for any changes or deviations from the program objectives and Scope of Services including those without budget revisions. Each written request received by NON-FEDERAL ENTITY will be reviewed by NON-FEDERAL ENTITY to determine if approval must be sought from the GRANTOR before responding to PROVIDER,
- I. PROVIDER shall ensure that all documentation, records and reporting, professional ethics, integrity, and standards adhere to the Head Start Act and the Head Start Program Performance Standards 45 CFR Chapter XIII.



- J. PROVIDER shall maintain all such records for a period of seven (7) years after the expiration or earlier termination of the Agreement or for period required applicable record retention schedule applicable to PROVIDER, whichever period is longer. Upon request, PROVIDER shall make all such records available during normal business hours for inspection by NON-FEDERAL ENTITY and any applicable governmental authority or applicable funding agency.
- K. PROVIDER shall promptly complete and return all forms and reports required by the NON-FEDERAL ENTITY, and any applicable governmental authority or applicable agency.
- L. PROVIDER will participate in the Voluntary Prekindergarten and school readiness (Childcare Subsidy) funding opportunities to extend the day of services for the Head Start and Early Head Start Children.
- M. PROVIDER will participate in their local Quality Rating and Improvement System (Strong Minds Network) to ensure they are providing quality services using a systemic approach to assess, improve, and communicate the level of quality in an early childhood education program.
- N. PROVIDER will notify NON-FEDERAL ENTITY of any unusual incidents or any cases of suspected maltreatment or abuse to a child. PROVIDER is required to report any suspected case of maltreatment or abuse to the State's Child Abuse hotline; and submit and document the incident using NON-FEDERAL ENTITY required Child Abuse Reporting form inclusive of all supporting documentation. Also, the PROVIDER is required to submit all incident paperwork and documents on the same day of the incident and before the close of business. Failure to report any suspected case of child maltreatment or abuse to the Child Abuse Hotline and/or NON-FEDERAL ENTITY can result in an immediate termination of this contractual agreement.
- O. PROVIDER shall have an established Board of Directors, Policy Committee, and Parent Committee in accordance with Head Start Program Performance Standards CFR Chapter XIII Part 1301 Program Governance and Head Start Act, P. L. 110- 134 "Improving Head Start for School Readiness Act of 2007", in Sec. 642 Power and Functions of Head Start Agencies [42 U.S.C. 9837]. The PROVIDER shall have established and signed bylaws, shared governance procedures, internal dispute procedures, standard of conduct policies, training calendar, and procedures in accordance with the Head Start Program Performance Standards CFR Chapter XIII Part 1301 Program Governance. PROVIDER shall have a governance structure that describes how the governing body (BOD) and policy committee group will operate and implement shared decision-making in the interest of the Head Start and Early Head Start Program. PROVIDER will have Policy Committee representative (s) to attend all the NON-FEDERAL ENTITY Policy Council meetings. The number of representatives to attend the meeting is based on PROVIDER's funded enrollment agreement.
- P. PROVIDER is to ensure annually, that all Policy Committee members receive and complete a Governance Orientation Training. In addition to the PROVIDER conducting annual Governance,





Leadership, and Oversight Screener; and a Health and Safety Screener.

## II. Performance Specifications

PROVIDER shall insure the following performance measures are in compliance as required by Head Start Program Performance Standards CFR Chapter XIII.

### Performance Specifications

#### A. Performance Measure for Head Start

1. **Current Enrollment** – Program will maintain its funded enrollment level at a 100% and fill any vacancy within 30 days.
2. **Average Daily Attendance** – Each child enrolled into the program must attend and be present in school 85% of the time.
3. **Disability** – 10% of the PROVIDER funded enrollment must be children with an IEP (Individual Educational Program)
4. **Teaching Strategies** – 80% of children enrolled at the end of school year based on child outcome data will meet or exceed readiness for their next education benchmark (i.e., Head start, kindergarten).
5. **Classroom Assessment Scoring System (CLASS)** – 100% of the classrooms will meet or exceed the lowest 10% national threshold.

## III. Service Location

Service Delivery Location(s) for Head Start:

Location	Address	Funded Enrollment
Child Care Partner	Actual physical address	Early Head Start
Child Care Partner	Actual physical address	Head Start

#### A. Hours of Operations

PROVIDER shall operate a full day/full year school program Head Start and Early Head Start services following NON-FEDERAL ENTITY approved Head Start/Early Head Start school calendar from August 1, 2024, to March 31, 2025, for the program year. Hours of operation are 7:30 a.m. through 5:30 pm., Monday through Friday, excluding any holidays recognized by the NON-FEDERAL ENTITY.

#### B. Changes in Location

PROVIDER shall notify NON-FEDERAL ENTITY in writing at least ninety (90) days in advance of any change in the street address/or mailing address of PROVIDER’s administration office or service location(s).

## IV. Payment and Reporting Requirements



### **A. Compensation**

1. NON-FEDERAL ENTITY shall pay PROVIDER an amount not to exceed for **Early Head Start** and **Head Start** children for this contractual agreement term.
2. PROVIDER shall abide by all Health and Human Services (HHS) federal cost regulations (45 C.F.R. Part 75, Head Start Act, Head Start Program Performance Standards) and all expenditures shall be reasonable, allocable, and allowable. All financial accounting shall abide by GAAP requirements and financial shall align with GAAP. PROVIDER will adhere to Head Start administrative requirements under the HHS 45 C.F.R. Part 75, and Head Start Program Performance Standards Part § 1303. PROVIDER will purchase and classify items in agreement with cost principles 45 C.F.R. Part 75 Subpart E.
3. PROVIDER will provide an annual audit in accordance with audit requirements regulated by 45 C.F.R. Part 75 Subpart F.
4. PROVIDER will not exceed 15 percent for development and administrative costs in agreement with Head Start Program Performance Standards Part §1303 Subpart A §1303.5. In cases where costs for development and administration are at or below the 15 percent, and where the HHS official judge it to be excessive, NON-FEDERAL ENTITY must eliminate excessive development and administrative costs. Administrative, training and technical assistance (T & TA) expenses, program costs, and development costs must be identified separately on the invoice.
5. PROVIDER shall ensure that the Head Start and Early Head Start children enrolled are eligible to receive Voluntary Pre-kindergarten and School Readiness (Child Care Subsidy) funding to extend the day; thus, resulting in a ten-hour day for the contracted period.
6. If NON-FEDERAL ENTITY determines through its inspection or review sixty (60) days from the effective date of this Agreement, and the PROVIDER has failed to meet the minimum requirements, level of services, and performance measures indicated in this Agreement; payment to the PROVIDER shall be subject to a pro-rata reduction. The pro-rata reduction calculation is as follows:

#### Funded Enrollment Non-Compliance

- a. Current enrollment drops below the 97% funded enrollment, which is a non-compliance, the total contract will be reduced by the under-enrollment multiplied by the amount funded per child each month.
- b. Contract amount funded per child for each month is calculated by dividing the number of months funded by the funded enrollment.
- c. Actual enrollment is determined by the number of funded slots
- d. PROVIDER are responsible for any overpayment to them for the month/year. PROVIDER will reimburse the difference of overpayment to the NON-FEDERAL ENTITY, and the NON-



FEDERAL ENTITY will reallocate the funds for other purposes needed in the grant.

**B. Reporting**

The reports specified in **Table 1** is intended to represent the data and information required from the PROVIDER as part of the services furnished pursuant of this Agreement. The format and content are subject to change as needed, such change shall become effective and enforceable within five business days after written notice has been provided to PROVIDER from NON- FEDERAL ENTITY. The changes will not require a formal amendment to the Agreement.

**TABLE 1 – Required Reports**

<b>Report Title</b>	<b>Reporting Format</b>	<b>Date Due</b>	<b>To Receive Report</b>
Daily Attendance Report	Format to be developed by PROVIDER	To be reported Daily	Data entry into Child Plus by Noon
Monthly Narrative and Statistical Progress Report	Utilize format provided in (Exhibit C)	Due monthly by the 3rd for the prior month	Uploaded into SharePoint
Monthly Staff Credential	Utilize format provided in (Exhibit H)	Due monthly by the 3rd for the prior month	Uploaded into SharePoint
Method of Payment	Utilize format provided in (Exhibit A)	Due monthly by the 5th of each month	Uploaded into SharePoint
Request for Payment	Utilize format provided in (Exhibit B)	Due monthly by the 5th of each month	Uploaded into SharePoint
Monthly Financial Statement	Format to be developed by PROVIDER	Due monthly by the 5th for the prior month	Uploaded into SharePoint
Monthly Governing Board (BOD) Meeting Agenda and approval minutes and information Report	Format to be developed by PROVIDER	Due monthly by the 5th for the prior month	Uploaded into SharePoint
Monthly Policy Committee Meeting Agenda and pack	Format to be developed by PROVIDER	Due monthly by the 5th for the prior month	Uploaded into SharePoint
Monthly Monitoring Report	Format to be developed by PROVIDER	Due monthly by the 5th for the prior month	Uploaded into SharePoint
Health and Safety Screener	Utilize format provided in Head Start ECKLC database	Due by October 1 <sup>st</sup> annually	Uploaded into SharePoint
Governance, Leadership and Oversight Screener	Utilize format provided in Head Start ECKLC database	Due within 45 days of the new grant cycle	Uploaded into SharePoint

**V. Required Services**

**A. Educational Services**

1. PROVIDER shall implement comprehensive child development and educational services program, utilizing the curriculum and assessment tools specified and provided byNON-FEDERAL



ENTITY, using classroom and group socialization activities in accordance with the Head Start Act, P.L. 110-134, 42 U.S.C. §9801 et seq., and Head Start Program Performance Standards 45 C.F.R. Chapter XIII Part 1302 Subpart C.

2. PROVIDER shall hire and maintain two qualified paid staff persons as described in the minimum qualifications for each classroom as required, PROVIDER shall ensure children enrolled in the Head Start and Early Head Start program are the only children present in the Head Start Early Head Start classroom during hours of operation. Head Start and Early Head Start children may not be mixed in a classroom with non-Head Start children during Head Start/Early Head Start operating hours. However, blended classroom can be considered with the approval of the NON-FEDERAL ENTITY. The PROVIDER will have to submit a request to the Head Start Director and Program Director of Finance within thirty (30) days prior to implementation.
3. PROVIDER shall ensure classroom staff develops individualized and group lesson plans /Early Head Start for all Head Start/Early Head Start children. In addition to lesson plans shall be aligned with assessment tools and the curriculum Head Start Program Performance Standards 45 C.F.R. Chapter XIII.
4. PROVIDER shall ensure teaching staff make a minimum of two home visits and hold two parent conferences with family or primary guardian annually for each child enrolled in the Head Start and Early Head Start program Head Start Program Performance Standards 45 C.F.R. Chapter XIII.
5. NON-FEDERAL ENTITY's Quality Assurance staff will audit PROVIDER'S education services performances. However, the PROVIDER is responsible for monitoring, tracking and provide monthly internal monitoring information to the NON-FEDERAL ENTITY.

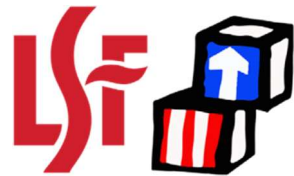
## **B. Nutrition Services**

PROVIDER will follow the nutrition requirements specified in Head Start Program Performance Standards 45 C.F.R. Chapter XIII Part 1302 Subpart D - §1302.44 which outlines the nutrition requirements for designing and implementing nutritional services that are culturally and developmentally appropriate. Also, the PROVIDER will have to meet the nutritional needs, accommodate feeding requirements of each child, including children with special dietary need, and provide appropriate snacks and meals to children using group socialization activities.

## **C. Health and Safety Practices**

PROVIDER will follow the health requirements specified in Head Start Program Performance Standards 45 C.F.R. Chapter XIII Part 1302 Subpart D which outlines the requirements for providing high quality health, oral health, and mental health services that are developmentally, culturally, and linguistically appropriate that support each child's growth. In addition to PROVIDER ensuring staff in trained on implementing and enforcing a system of health and safety practices that ensure children are always kept safe.

1. **Child Health, Dental, and Developmental Services:** PROVIDER are required to provide health screenings to all enrolled Head Start and Early Head Start Children in pursuant Head Start Program Performance Standards 45 C.F.R. Chapter XIII.
- PROVIDER will collaborate with parent to promote children's health and well- being by providing



education support services on medical, oral, and mental health.

- PROVIDER will establish and develop systems that help parents with getting ongoing support and assistance when navigating through health systems (i.e., health insurance, results of diagnostic testing, treatment procedures, ongoing care plans, etc.)

- PROVIDER will provide screenings and follow up services by providing families information on health, dental, screening, and follow-up services available both from internal and external resources

2. **Mental Health Services:** PROVIDER shall ensure they have a program wide culture that promotes children's mental health, social and emotional well-being, and overall health.

- PROVIDER will ensure there are supports for effective classroom management, positive learning environments, supportive teacher practices; and strategies for supporting children with challenging behaviors and other social, emotional, and mental concerns.

- PROVIDER will ensure to secure mental health consultation services that is scheduled and frequent to make sure a mental health consultant is available to partner and meet with staff and families

- PROVIDER will build community partnerships to facilitate access to additional mental health services.

- PROVIDER will offer Mental Health Services to families at monthly Parent Committee meetings

- PROVIDER will conduct Mental Health Observations in 10% of all their classroom quarterly.

3. **Safety Practices:** PROVIDER shall ensure to develop and implement safety system and processes that includes ongoing training, oversight, correction, and continuous improvement in accordance with 1302.47 and 1302.102.

- PROVIDER will establish safety practices policies and procedures to ensure all facilities, equipment and materials, background checks, safety training, safety and hygiene practices and administrative safety procedures are adequate to ensure child safety.

- PROVIDER shall comply with all Head Start and Early Head Start health and safety practices including but not limited to those stated in Head Start Program Performance Standards 45 C.F.R. Chapter XIII, as well as any other applicable laws, ordinances, rules, regulations, and policies.

- PROVIDER shall report all health and safety incident occurrences that occur at any of the PROVIDER's Head Start and Early Head Start locations to the NON-FEDERAL ENTITY by close of business on the same day of the incident. A failure to report an incident within the required time period, or a reoccurring incident, or serious incident may result in a suspension or termination of the Agreement. The NON-FEDERAL ENTITY has at its discretion the sole option to request or issue a compliance plan to be enforced or completed by PROVIDER in lieu of granting a suspension or termination.



#### **4. Disability Services**

PROVIDER shall ensure enrolled children with disabilities, including but not limited to those who are eligible for services under IDEA, and their families receive all applicable program services delivered in the least restrictive possible environment and that they fully participate in all program activities in accordance with Head Start Program Performance Standards 45 C.F.R. Chapter XIII Part 1302 Subpart F.

1. PROVIDER shall participate in the development of the IFSP or IEP if requested by the child's parents, and the implementation of the IFSP or IEP. In addition to providing relevant information from children's screenings, assessments, and observations to the team that develops a child's IFSP or IEP.
2. PROVIDER will work to develop interagency agreements with the local agency responsible for implementing IDEA to improve service delivery to children eligible for services under IDEA.
3. PROVIDER shall ensure the referral and evaluation process, service coordination, promotion of service provision is in the least restrictive appropriate community-based setting.
4. PROVIDER shall ensure the transition services for children moving from services provided under Part C to services provided under Part B and from preschool to kindergarten is provided support services in accordance with Head Start Program Performance Standards 45 C.F.R. Chapter XIII.
5. PROVIDER shall ensure participation at the Child Study Team meetings for children enrolled at PROVIDER'S program who have been identified as potentially requiring disability services. Child Study Team may include Child's teacher, a Family Services worker, a Speech and Language Therapist, a psychologist, and the parent.

#### **5. Family and Community Engagement Services**

PROVIDER will integrate parent and family engagement strategies into all systems and program services to support family well-being and promote children's learning and development in accordance with Head Start Program Performance Standards 45 C.F.R. Chapter XIII Part 1302 Subpart E.

1. PROVIDER shall place significant emphasis on the involvement of parents and families enrolled in the Head Start and Early Head Start program.
2. PROVIDER shall engage in a process of collaborative partnership building with parents to establish mutual trust and to identify a family's needs, interests, goals, strengths and services and resources that supports family well-being, including family safety, health, and stability pursuant to Head Start Program Performance Standards 45 C.F.R. Chapter XIII.
3. PROVIDER shall provide opportunities for parent involvement and education activities that are ongoing and responsive to the needs of the parents. These activities include, but are not limited to, parent participation in center activities and monthly parent meetings.

#### **6. Human Resources**



PROVIDER will ensure that all Head Start and Early Head Start employees, consultants, and contractors engaged in the delivery of program services have sufficient knowledge, training, credential, education requirements, and competencies to fulfill the roles and responsibilities of their job position in accordance with the Head Start Program Performance Standards<sup>45</sup> C.F.R. Chapter XIII part 1302 Subpart I.

#### **VI. Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

- A. PROVIDER shall provide space for confidential files to be kept on the premises when files are not being actively used.
- B. PROVIDER shall provide separate areas for both staff and child files.
- C. PROVIDER shall maintain compliance with all federal HIPAA and HITEC laws, and state laws pertaining to the services being provided.

#### **VII. Communication and Meetings**

- A. PROVIDER will report by the close of business all incidents and accidents that threaten the health and safety of all Head Start and Early Head Start children, on the date of the incident, to NON-FEDERAL ENTITY assigned program designee as shown on Child Incident Reporting Exhibit “M”. All suspected cases of child abuse must be reported to PROVIDER and the Florida Department of Children and Families Abuse Hotline at 1-800- 962-2873.
- B. PROVIDER will immediately communicate to NON-FEDERAL ENTITY any compliance issue, complaint, action, or other proceeding filed against it or otherwise relating to NON-FEDERAL ENTITY concerning the provision of services to any child by the close of business on the day of the incident.

#### **VIII. Notice of Head Start Services**

- A. PROVIDER shall display a sign in its main entry outside areas, which identifies you as a PROVIDER of Lutheran Services Florida, Inc.
- B. PROVIDER shall acknowledge its Head Start and Early Head Start program is funded through “Lutheran Services Florida, Inc.,” on all written correspondence.

#### **IX. Facilities, Equipment and Supply Requirements**

- A. PROVIDER shall provide Internet access (DSL or modem connection) and software in all Head Start and Early Head Start classrooms for students and teacher use. Software shall at a minimum include Microsoft Office Suite 2003 and Windows 7. PROVIDER may substitute these programs with newer versions.
- B. PROVIDER shall provide all furniture, equipment, and supplies for each Head Start and Early Head Start classroom.
- C. PROVIDER shall obtain, maintain, and replenish all supplies required for the Head Start and Early Head Start program including, but not limited to, diapers, toothbrushes, caps, gloves, liners, and wipes. PROVIDER shall not request any of these items from parents of children enrolled in the



Head Start and Early Head Start Programs.

- D. PROVIDER shall replenish required items as necessary or increase its inventory of items that are commonly and/or frequently used by the children.

**X. Eligibility, Recruitment, Selection, Enrollment, and Attendance (ERSEA)**

- A. PROVIDER shall be responsible for determining, verifying, and documenting eligibility and enrollment on each child enrolled in the Head Start and Early Head Start programs pursuant to Head Start Program Performance Standards<sup>45</sup> C.F.R. Chapter XIII.
- B. PROVIDER will fill any funded slot that becomes vacant within 30 days of the slot becoming open.
- C. PROVIDER will make sure that 10% of its funded enrollment are children with an Individual Education Plan (IEP) identified with a disability.
- D. PROVIDER will ensure that their Board of Directors and Policy Committee approves the revised annual selection criteria scale provided by NON-FEDERAL ENTITY.
- E. NON-FEDERAL ENTITY will revise and update the community needs assessment annual to ensure the program is meeting the community needs and building on strengths and resources. NON-FEDERAL ENTITY will ensure the PROVIDER receive a copy of the update community needs assessment for the purpose of recruitment.
- F. PROVIDER shall develop and implement a recruitment process and plan to actively inform families of program's services availability.
- G. PROVIDER shall ensure specific efforts are made to actively locate and recruit children with disabilities, homeless, or residing in foster care.
- H. PROVIDER will track children enrolled in the Head Start and Early Head Start Programs attendance to ensure they are attending school at least 85% of the time. However, if a child is not attending school 85% of the time, the program will need to develop a strategy in accordance with Head Start Program Performance Standards<sup>45</sup> C.F.R. Chapter XIII, Part 1302 Subpart A 1302.16.
- I. PROVIDER will have to provide justification and plan of action if the program's Average Daily Attendance (ADA) drops below 85% threshold to NON-FEDERAL ENTITY monthly.

**XI. Training and Professional Development**

- A. PROVIDER shall establish and implement a systematic approach to Head Start and Early Head Start personnel training and professional development design to ensure employees acquire the knowledge and skills needed to provide high-quality, comprehensive services within the scope of their job responsibilities in pursuant to Head Start Program Performance Standards 45 C.F.R. Chapter XIII.
- B. PROVIDER shall ensure Head Start and Early Head Start Employees complete a minimum of 15 clock hours of professional development per year.
- C. PROVIDER shall establish and implement a research-based, coordinated coaching strategy to support education staff professional growth.
- D. PROVIDER shall provide Health, Nutrition, Family Services, and Education training to Head





Start and Early Head Start employees and families in pursuant of Head Start Program Performance Standards 45 C.F.R. Chapter XIII

- E. PROVIDER shall participate in mandatory trainings to include Medication Administration, Blood Born Pathogens, First Aide, CPR, and Child Abuse
- F. PROVIDER will provide Human Resources training to include New Employee Orientation, Code of Conduct, Standard of Conduct, and Code of Ethics
- G. NON-FEDERAL ENTITY shall specify for PROVIDER the staff that must attend any specialized training.
- H. PROVIDER will receive in advance training days identified in the NON-FEDERAL ENTITY Program Calendar.
- I. PROVIDER will attend mandatory pre-service and in-service trainings conducted by NON-FEDERAL ENTITY, unless the PROVIDER request to conduct their own trainings and it is approval by the NON-FEDERAL ENTITY.
- J. NON-FEDERAL ENTITY shall provide training technical assistance (T&TA) to PROVIDER to include but not limited to the curriculum, assessment tools, family services, health, ERSEA, program governance, etc.

## **XII. Quality Assurance and Monitoring**

- A. NON-FEDERAL ENTITY'S staff will monitor PROVIDER'S performance in implementing and meeting program requirements of Head Start Program Performance Standards (HSPPS), Management Systems, Uniform Guidance, and the Head Start Act.
- B. PROVIDER'S performance will be continually measured by the NON-FEDERAL ENTITY through on-going monitoring, tracking, onsite audits, review of data, and reports that are submitted to NON-FEDERAL ENTITY.
- C. NON-FEDERAL ENTITY'S staff will conduct onsite visits to determine PROVIDER effectiveness and progress in delivering a high-quality and comprehensive Head Start and Early Head Start programs that promotes positive outcomes and school readiness for children and families.
- D. NON-FEDERAL ENTITY will monitor, but not limited to the following sections
  - Program Management and Quality Improvement
  - Education and Child Development Services
  - Health Program Services
  - Family and Community Engagement Services
  - Fiscal Infrastructure
  - Eligibility, Recruitment, Selection, Enrollment, and Attendance (ERSEA)
  - Facilities and Safety Practices



- E. Depending on the circumstances, areas of concern or non-compliance identified during monitoring, tracking, and site visits the PROVIDER will address non-compliance by submitting a corrective action plan outlining the action steps used to correct the concerns.
  
- F. When the PROVIDER issues compliance plans more than twice within sixty (60) days, the PROVIDER shall be considered failing to perform any of the obligations and may constitute a breach of contractual agreement. NON-FEDERAL ENTITY will request a formal meeting with the PROVIDER's management team to discuss non-responsiveness to any Initial Compliance Plan/Corrective Action Plan. A non-compliance Corrective Action Plan that is not regarding health and safety, the PROVIDER may request in writing for extension before the next scheduled visit date. NON-FEDERAL ENTITY has the right to approve or deny any request regarding compliance plan/corrective action plan depending on the severity of each situation.

## 17. EVALUATION CRITERIA

All documentation will be reviewed by a committee comprised of LSF employees. That committee shall evaluate each proposal based on the criteria listed below and submit a company's name to LSF for approval. Offeror should ensure that all elements of the RFP are fully covered in their proposals. Information submitted after due date will not be considered as part of the scoring process.

Proposals will be evaluated on the following criteria:

- Appropriate Service for Achieving the Purpose of the RFP.
- The Ability to Provide Service, As Well As Past Performance of the Offeror.
- Submitted Checklist Criteria (The more completed checklist documentation submitted prior to due date, the high probability to score higher points)
- Quality Assurance (QA) Report: Facility Findings
- Playground Evaluation Report and Findings

## 18. AWARD OF CONTRACT

Based on reviewing responses to the RFP, it is permissible for LSF to interview the leading offerors. These offerors are encouraged to elaborate on their qualifications, performance data, staff expertise pertinent to the proposed services, as well as alternate concepts. **LSF reserves the right to split the award to multiple offerors.**

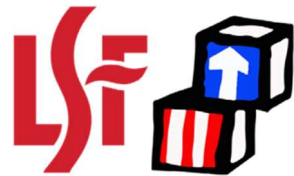
## 19. NEGOTIATIONS AND BEST AND FINAL OFFERS

Lutheran Services Florida reserves the right, to negotiate with the finalists and to call for best and final offers.

## 20. TERMS AND CONDITIONS

### **Indemnification**

PROVIDER is an independent contractor and therefore agrees to defend and hold harmless NON-FEDERAL ENTITY, its officers, agents and employees from any and all liabilities, claims or losses to NON-FEDERAL ENTITY and/or any third party, including attorneys' fees, costs, and expenses arising out of



PROVIDER's (1) performance, failure to perform, or negligent performance of any term or condition of the Agreement, or (2) violation of any term or condition of the Agreement.

### **Inspection of Facilities**

PROVIDER hereby consents to NON-FEDERAL ENTITY Quality Assurance staff and NON-FEDERAL ENTITY and their authorized agents at any time during normal business hours and without notice (i) inspecting PROVIDER's facilities, (ii) observing PROVIDER's performance, and (iii) observing, evaluating, screening, and interacting with the Children under this Agreement.

### **Insurance**

PROVIDER shall procure and maintain continuous, required liability insurance coverage during the term of this Agreement and any renewal(s) or extension(s) of it. PROVIDER accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for PROVIDER and the clients to be served under this Agreement. The limits of coverage described at Insurance Requirements Exhibit "J" for each policy maintained by PROVIDER **does not limit PROVIDER's liability or obligations under this Agreement.**

Commercial General Liability. PROVIDER and direct PROVIDERs to PROVIDER of Head Start related services to children and families must maintain General Liability insurance, with minimum limits of \$1 Million per occurrence and \$3 Million aggregate, for bodily injury and property damage.

Professional Liability. PROVIDER must maintain Professional Liability Insurance, with minimum limits of \$1 Million per occurrence and \$3 Million aggregate.

Abuse and Neglect. PROVIDER shall maintain Abuse and Neglect coverage with the same limits as its general liability insurance.

Additional Insured Provision. The Commercial General Liability, Professional Liability, Abuse and Neglect and Automobile Insurance policies must contain an endorsement naming "Lutheran Services Florida, Inc." as Additional Insured.

Waiver of Subrogation. All insurance policies carried by PROVIDER that are required by this Agreement including, without limitation, professional liability, general liability, and automobile liability insurance, shall expressly waive any right of subrogation on the part of CHILD CARE PARTNER, its employees, agents, assigns, sub-PROVIDERs and sub-contractors against NON-FEDERAL ENTITY.

PROVIDER shall ensure that LSF and its Board of Directors are named as additional insured parties as to the actions of PROVIDER, its employees, agents, assigns, sub-PROVIDERs and sub-contractors, performing or providing materials and/or services to LSF during the performance of this Agreement, on all auto liability



policies and general liability policies required to be obtained by PROVIDER pursuant to this Agreement, and all other insurance policies required by this Agreement where such an endorsement is available in the industry. PROVIDER shall not furnish transportation for Head Start and Early Head Start children unless approved by NON-FEDERAL ENTITY in writing.

**Certificate of Insurance Required.** Upon execution of this Agreement, and subsequently during the term hereof, PROVIDER shall submit to NON-FEDERAL ENTITY's Contracts Department Certificates of Liability Insurance detailing satisfactory documentation of the aforementioned coverage. Certificates of Insurance shall list Lutheran Services Florida, Inc. as certificate holder and additional insured. Upon contract execution, PROVIDER shall furnish to NON-FEDERAL ENTITY and executed "Insurance Provision Attestation," evidencing the required insurance coverage to be in full force and effect at all times during the term of this Agreement.

**Required Notice of Changes.** PROVIDER shall require its insurers to provide NON-FEDERAL ENTITY with written notice of at least thirty (30) days prior to any cancellation, reduction of policy limits or non-renewal of coverage. PROVIDER must immediately notify NON-FEDERAL ENTITY in writing of any cancellation, for any reason, of coverage or change to limits described herein. For purposes of this section, "immediately" shall be interpreted to mean as soon as possible, but no later than forty-eight (48) hours following PROVIDER's receipt of notice from the insurer.

**Consequences for Non-Compliance.** PROVIDER shall not provide services or be entitled to any payment under this Agreement until satisfactory documentation of compliance with this section has been furnished to NON-FEDERAL ENTITY.

### **Equal Opportunity Clause**

PROVIDER shall comply with the requirements of all applicable state, federal and local laws, rules, regulations, ordinances, and Executive Orders prohibiting and/or relating to discrimination, including but not limited to, Executive Order No. 11246, as amended and supplemented and 41 C.F.R. Section 60-1.4. In accordance with these orders, PROVIDER agrees that it shall not discriminate either in the provision of Services to clients or employment practices on the basis of race, color, religion, national origin, sex, age or handicap status.

### **Political Limitations**

PROVIDER must not utilize any resources, funds, or equipment under this Agreement for the purpose of participating in, or intervening in, including the publishing, or distributing of statements, any political campaign on behalf of, or in opposition to, any candidate for public office. PROVIDER must execute the Certification Regarding Lobbying attached hereto as Exhibit "C" and incorporated herein.

### **Statement of Assurance**

During the performance of this Agreement, PROVIDER herein assures NON-FEDERAL ENTITY that PROVIDER



is in compliance with all applicable laws including, but not limited to, Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, as amended, that the PROVIDER does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the said PROVIDER's employees or applicants for employment. PROVIDER understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, PROVIDER herein assures NON-FEDERAL ENTITY that PROVIDER will comply with Title VI of the Civil Rights Act of 1964 and the Drug-Free Workplace Act of 1988 when Federal grant(s) is/are involved. Other applicable Federal and State laws, Executive Orders, and regulations prohibiting discrimination as herein above referenced are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam-Era and Disabled Veterans within its protective range of applicability.

PROVIDER shall comply with 45 C.F.R. Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreement to State, Local, and Tribal Governments; 2 C.F.R. Part 376, Non-Procurement Debarment & Suspension; 2 C.F.R. Part 225, Cost Principles for State, Local, and Tribal Governments; Florida Statutes Section 112.0455, Drug Free Workplace Act; and 45 C.F.R. Section 2543.87, Byrd Anti-Lobbying Amendment common rule; Single Audit Act of 1984, P.L. No. 98-502, as applicable to the Agreement.

#### **Conflict of Interest**

PROVIDER represents that it presently has no interest, and shall acquire no such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity, or incur any obligation of any nature which would conflict in any manner with the performance of the scope of service required hereunder.

Without receiving prior written authorization by NON-FEDERAL ENTITY, PROVIDER shall not retain any individual or company with whom PROVIDER or any individual member thereof has a financial or other conflict of interest; nor in fulfillment of this Agreement, do business with a for-profit entity in which PROVIDER or any individual member has a financial or other interest therein.

#### **Compliance with HIPAA**

PROVIDER shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated there under including, but not limited to, the Health Insurance Portability and Accountability Act ("HIPAA") P.L. No. 104-191, 45 C.F.R. Section 160 and Part 164. PROVIDER shall comply with the provisions of Attachment III to this Agreement, governing and safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by PROVIDER incidental to PROVIDER performance to this Agreement.

#### **Pro Children Act of 2001**

PROVIDER certifies, that on the date it executes this Agreement, it is and at all times during the Term hereof, will remain in compliance with the requirements of P.L. No. 103-227, Part C, Environmental



Tobacco Smoke, also known as the Pro Children Act of 2001. PROVIDER further agrees that it will require the language of the foregoing certification to be included in any sub awards or subcontracts under this Agreement which contain provisions for children's services unless an exemption applies.

PROVIDER shall have its authorized representative on behalf of the PROVIDER complete the Certification Regarding Environmental Tobacco Smoke attached hereto as Exhibit "E" and incorporated herein.

#### **Drug Free Workplace**

PROVIDER shall hereby assure NON-FEDERAL ENTITY that it will administer, in good faith, a policy designed to ensure that PROVIDER is free from the illegal use, possession, or distribution of drugs or alcohol.

#### **Clean Air Act**

PROVIDER shall comply with all applicable standards, orders, or requirements issued under Clean Air Act, P.L. No. 101-159, U.S.C. Section 7401, Executive Order No. 11738, and applicable Environmental Protection Agency regulations, 40 C.F.R. Section 15.

#### **Energy Policy and Conservation Act**

PROVIDER shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, P.L. No. 94-163, 42 U.S.C. Section 6201.

#### **Construction Provisions Davis Bacon Act**

PROVIDER shall comply with all applicable regulations and standards set forth in the Davis Bacon Act, P.L. No. 107-217, 40 U.S.C. Sections 3141-3148, and et seq. The Davis Bacon Act and Head Start Programs Information Memorandum is attached hereto as Exhibit "F" and incorporated herein.

#### **Public Entity Crimes**

PROVIDER will comply with the Public Entity Crimes law set forth in Florida Statutes 287.133; whereas if 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 to a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply to a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals 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 Florida Statutes Section 287.017.

Pursuant to NON-FEDERAL ENTITY policy, a conviction of a public entity crime may cause the rejection of a bid, offer, or proposal. NON-FEDERAL ENTITY may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, offeror, or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid, offer, proposal or reply.



### **Emergency Preparedness**

PROVIDER shall submit to LSF's Contracts Department, Operations Manager and Head Start Director a current Emergency Preparedness Plan, which shall include provisions for pre-disaster records protection, and a recovery plan that will allow the PROVIDER to continue functioning in compliance with this Agreement in the event of an actual emergency. Unless otherwise specified herein, PROVIDER's Emergency Preparedness Plan is to be updated annually, and submitted for review to LSF's Contracts Department, Operations Manager and Head Start/Early Head Star Director by October 31, 2019. The Emergency Preparedness Plan will be approved by LSF Operations Manager and/or Head Start Director.

### **Termination of Agreement**

In addition to the exercise of any other remedies available to it at law or in equity, NON-FEDERAL ENTITY may terminate this Agreement for PROVIDER non-performance, as determined by NON-FEDERAL ENTITY, upon no less than twenty-four (24) hours written notice to PROVIDER.

NON-FEDERAL ENTITY may terminate this Agreement at any time, without cause, by giving PROVIDER written notice of such termination at least thirty (30) days prior to the effective date of such termination.

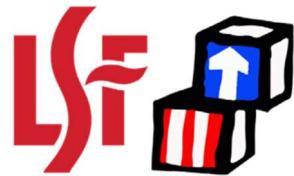
PROVIDER may terminate this Agreement upon providing one hundred-eighty (180) business days prior written notice. Upon resigning from LSF, PROVIDER is required to keep all assigned children for 180 days or until LSF finds another PROVIDER, whichever occurs earlier. During this 180-day period, all comprehensive services including but not limited to home visits, parent teacher conferences, monthly reports, and attendance reports must be completed prior to the last day. Payment of services will be withheld until all duties are complete.

### **Immediate Termination by LSF**

In the event any of the following occur, LSF may terminate this Agreement immediately upon written notice:

1. If PROVIDER fails to comply with the terms and conditions of this Agreement, is suspended or becomes disqualified from providing services, is found to be negligent or to have caused harm to a qualified individual, or is otherwise subject to disciplinary action, which materially and adversely affects PROVIDER's ability to perform the services under this Agreement.
2. If an Officer or Director of PROVIDER is convicted of, pleads "guilty" or "no contest", or otherwise admits to, any crime involving a morally corrupt act or practice, or any felony offense; or
3. If PROVIDER makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, has entered against it an order for any relief in any bankruptcy or insolvency proceeding, or has an involuntary petition in bankruptcy or similar proceeding filed against it.

### **Effect of Termination**



Upon termination of this Agreement, neither party shall have any further obligation hereunder except that obligations accruing prior to the date of termination, and obligations or covenants contained herein that are intended to extend beyond the term of this Agreement, including, without limitation, covenants relating to confidentiality, indemnification, and non-competition. Additionally, if the Agreement is terminated for any reason, LSF shall pay to PROVIDER accrued but unpaid compensation through the date of termination, subject to available funding. Such payment shall be in full and complete discharge of any and all liabilities or obligations of LSF to PROVIDER under this Agreement and PROVIDER shall be entitled to no further benefits under this Agreement. Any amounts owed to LSF from PROVIDER may be offset from this payment.

### **Headings**

Article headings have been included in the Agreement solely for the purpose of convenience and shall not affect the interpretation of any terms of the Agreement.

### **Copyright**

If any copyrightable material is developed in the course of this Agreement, PROVIDER is free to copyright the material or permit others to do so, but LSF and GRANTOR shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work.

### **Property of LSF**

All LSF property, whether tangible or intangible, including but not limited to, educational materials, curriculums, reports, studies, surveys, plans, and other documents and materials prepared or assembled by PROVIDER pursuant to this Agreement through the effective date of termination, shall be returned to LSF within thirty (30) days of the date of termination. LSF has sole discretion to determine whether it will provide property to PROVIDER to be used solely for the benefit of LSF children. Property to be returned will be itemized and acknowledged by the parties.

If LSF does provide such equipment and PROVIDER leaves the program prior to the final day of service under this Agreement, PROVIDER agrees to return the equipment provided by LSF on a date to be determined by LSF.

### **Waiver**

A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

### **Additional Rights and Remedies**

Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.





### **Order of Precedence**

In the event of any conflict between the provisions of this Agreement and the attachment and exhibits, the provisions of the Agreement shall control over the provisions of the attachment the exhibits.

### **Severability**

In the event any section, sentence, clause, or provision of this Agreement is held to be invalid, illegal or unenforceable by a government regulation or court ruling, the remainder of the Agreement shall not be affected by such determination and shall remain in full force and effect.

### **Governing Laws**

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida and the venue shall be held in Palm Beach County, Florida. The venue for the Policy Council shall be Palm Beach County, Florida, wherein all Policy Council meetings shall be held unless determined by LSF to hold the Policy Council meetings in another location. This Agreement shall also be governed by applicable regulations and policies found in Exhibit "H", Standard Terms and Conditions of Award Federal Clauses and the Standard Terms and Conditions of Award Federal Clauses, attached hereto and incorporated herein, and 45 C.F.R. Section 92 and the regulations promulgated thereunder.

### **Survivability**

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

### **Third Party Beneficiaries/Independent Contractor**

This Agreement is for the benefit of LSF and PROVIDER. No third party is an intended beneficiary so as to entitle that person to sue for an alleged breach of this Agreement. PROVIDER acknowledges and agrees that it is acting as an independent contractor in performing its obligations hereunder and not as an agent, officer or employee of LSF.

PROVIDER shall carry out, or cause to be carried out, all of the services required herein as an independent contractor. PROVIDER will not represent itself as an agent, sub-agent or representative of LSF. All services described herein will be carried out by persons or instrumentalities solely under PROVIDER's control and supervision.

LSF and PROVIDER are independent legal entities. Nothing in this Agreement shall be construed nor deemed to create a relationship of employer and employee, principal and agent, joint venture nor any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Consequently, PROVIDER shall pay all social security, unemployment insurance and any other federal state or local taxes imposed on the payments made by LSF to PROVIDER hereunder.

### **Modifications/Amendments**

This writing embodies the entire Agreement and understanding between the parties hereto and there are no



other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be modified/amended or extended by a written instrument executed by LSF and PROVIDER expressly for that purpose. No handwritten or other modifications to this version of the Agreement will be permitted following the execution of the Agreement by either of the parties.

### **Assignment**

This Agreement and all provisions herein shall be binding upon and shall not be assigned nor subcontracted in whole or in part without the prior written consent of LSF.

### **Standards of Conduct**

PROVIDER and its EDUCATORS, subcontractors, and agents shall comply with LSF Standards of Conduct, attached hereto as Exhibit "B", whether now in force or hereafter adopted or amended, which relate to the services furnished by PROVIDER pursuant to this Agreement. PROVIDER shall have all employees providing services under this Agreement sign the Standards of Conduct as reference hereto as Exhibit "B". A signed copy shall be submitted to LSF's Contracts Department. A signed copy shall also be kept in the personnel file.

### **Party Representative**

The parties agree that the names and contact information for the party representatives above are accurate at the time of the execution of this Agreement. The parties further agree that if any of the names or contact information listed for the party representative above should change during the course of this Agreement, written notice of the updated information to the other party within thirty (30) calendar days following the change shall be sufficient notice under the terms of the Agreement, and the updated information shall be incorporate as part of this Agreement without the need for formal amendment of the Agreement to reflect such change.

### **Authorized Representatives**

The undersigned individuals represent that they are properly and legally authorized to enter into this Agreement on behalf of the entity named above their respective signatures.

### **Fiscal Non-Funding Clause**

This Agreement is subject to funding availability. In the event sufficient budget funds to fund this Agreement become reduced or unavailable, LSF shall notify PROVIDER of such occurrence, and LSF may terminate this Agreement, without penalty or expense to LSF, upon no less than twenty-four (24) hours written notice to PROVIDER. If this Agreement is funded in whole or in part by federal or state dollars which are reduced or become unavailable, LSF shall notify PROVIDER of such occurrence and LSF may terminate this Agreement, without penalty or expense to LSF, upon no less than twenty-four hours written notice to PROVIDER. LSF shall make disbursements to PROVIDER for appropriate expenditures incurred up to the effective date of the termination.



### **Limitation of Obligation of LSF to PROVIDER**

LSF is completely dependent upon its receipt of funds from the GRANTOR for funds to reimburse PROVIDER for its allowable costs incurred for services rendered in accordance with the Head Start Program. LSF and PROVIDER agree that LSF's obligation to PROVIDER is limited to what LSF may actually receive from the Federal grant for allowable costs incurred in its operation of its PROVIDER Program.

In the event that PROVIDER's allowable costs do not equal or exceed the total amount payable under this Agreement, LSF's obligation to reimburse PROVIDER will be reduced.

Both LSF and PROVIDER recognize that budgetary reductions may be imposed by Congress retroactive to the issuance of the Head Start Grant Award or any federal law which may cause or trigger an interruption or reduction of funding for Head Start programs. PROVIDER hereby agrees that LSF's obligation to the PROVIDER may be correspondingly limited and reduced.

Should LSF fail to receive all of the non-federal funds required for the operation of its PROVIDER Program, LSF reserves the right to limit its reimbursements to PROVIDER proportionately.

### **Entire Agreement**

This Agreement, including all exhibits, attachments and other documents incorporated by reference, embodies the entire agreement and understanding of the Parties in respect to the transaction contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes any and all prior agreements and understandings between the parties with respect to such transactions.

### **Force Majeure**

Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations for a period not to exceed thirty (30) calendar days for any reason beyond control, including without limitation to: an act of God or of the public enemy, flood, storm, statute, regulation, rule or action of any federal, state or local government.

### **Jessica Lunsford Act**

PROVIDER agrees to comply, at its own cost, with the Florida Jessica Lunsford Act (see section 1012.465 Florida Statutes), and/or other Florida laws relating to background screening, to the extent those laws are applicable. Background screening will be conducted by PROVIDER including Level II background screening, Sexual Predator/Offender Database Screening, Abuse/Neglect Registry Screening, local law enforcement background check and Five (5) Year rescreening.

### **Mandatory Reporting of Child Abuse**

PROVIDER understands that per Florida Statute it is a mandatory reporter of child abuse. As such, PROVIDER is responsible for reporting to all necessary governmental regulatory authorities any and all allegations of child abuse as defined by Statute. Failure to abide by the terms of this Article will be considered



a material breach of this Agreement.

### **Sponsorship**

If this Agreement is sponsored wholly or in part by LSF, then PROVIDER agrees to include language on all publicizing, advertising, or descriptive marketing materials for its program, which states: “Sponsored by Lutheran Services Florida, Inc.”

### **Volunteers**

PROVIDER shall be responsible for the recruitment of the volunteers to assist in the performance of the services. A Volunteer who volunteers for more than ten (10) hours per month requires a Level II background screening and a local law enforcement check. Volunteers who assist on an intermittent basis for less than ten (10) hours per month are required to be under direct and constant supervision of a Staff member.

### **Domestic preferences for procurements 2 CFR § 200.322**

To the extent permitted by law, PROVIDER should maximize use of goods, products, and materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when procuring goods and services under all Federal awards, including items under this agreement. For purposes of this section: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **21. PRE-DETERMINATION APPLICATION**

Lutheran Services Florida is an Equal Employment Opportunity Employer which makes contractual decisions without regard to race, color, sex, religion, national origin, age, handicap, disability, marital status, and all other characteristics protected by law. The Agency also reasonably accommodates individuals with handicaps, disabilities, and bona fide religious beliefs. Lutheran Services Florida is a Drug-Free Workplace.

<https://forms.office.com/r/PQ8CK0QVpv>



## LUTHERAN SERVICES OF FLORIDA, INC. BID SCORING SHEET FOR EARLY HEAD START CHILD CARE PARTNERS- PALM BEACH COUNTY

**Date of Scoring:** \_\_\_\_\_  
**Provider:** \_\_\_\_\_  
**Reviewer:** \_\_\_\_\_

**Scoring Matrix**

- 0- Unsatisfactory-Does Not Meet Requirements
- 1- Satisfactory- Meets or Exceeds Requirements

CHECKLIST CRITERIA	Score	COMMENTS
1. Copy of Child Care License(s)		
2. Legal name(s) and title(s) of person(s) who have signature authority for the effective dates of the upcoming contract. A letter from the Board is required, if applicable.		
3. IRS form W9		
4. Copy of floor plan(s) for all sites		
5. Copy of Real Estate Survey report for all sites		
6. Copy of current Fire Safety inspection conducted by local Fire Marshall (Must be signed by Fire Marshall)		
7. Proof of Liability Insurance for the upcoming contract period		
8. CCFP Food Program Participant Agreement - <a href="https://www.floridahealth.gov/programs-and-services/childrens-health/child-care-food-program/prospective-contractor.html">https://www.floridahealth.gov/programs-and-services/childrens-health/child-care-food-program/prospective-contractor.html</a>		
9. Last three years of tax returns, balance sheets and income statements. (2023, 2022, 2021)		
10. Copy of Level II background check for owner and Education Director		
11. Copy of Dept Children and Families inspections/complaints for the last 24		



months		
12. Current Emergency Preparedness Plan and list of emergency contacts		
13. Written Substitute plan for staff		
14. Copy of Dept Children and Families capacity summary for indoor and playground space		
15. Accreditation Letters Example; APPLE (Accredited Professional Preschool Learning Environment), NAEYC (National Association for the Education of Young Children), if applicable or written statement		
16. QRIS (Quality Rating and Improvement System)/Guiding Star Certification/Strong Minds Certification, if applicable or written statement		
17. Within requested geographic Location zip codes 33401, 33402, 33403, 33405, 33407, 33409, 33411, 33412, 33424, 33425, 33426, 33435, 33436, 33460, 33461, and 33483 in Palm Beach County zip codes		
<b>TOTAL SCORE FOR CHECKLIST ITEMS</b>		____/17
<b>OTHER CRITERIA- QA REPORT: FACILITY (Evaluation on current state of area)</b>		<b>COMMENTS</b>
18. Is the indoor facility clean?		
19. Are the bathrooms clean?		
20. Are the bathrooms free from repair issues, and in working order?		
21. Are the classroom toys, materials, and furniture age appropriate?		
22. Does the facility have smoke detectors?		
23. Are indoor electrical outlets covered?		
24. Does the classroom provide at least 35 sq ft of usable space per child?		
25. Are the exits clearly marked?		



<p>26. Are the windows and doors constructed, secured and adjusted to prevent a child's injury and escape?</p>		
<p><b>TOTAL SCORE FOR QA REPORT: FACILITY</b></p>		<p>____/9</p>
<p><b>OTHER CRITERIA- PLAYGROUND (Evaluation on current state of area)</b></p>		
<p>27. Is the playground age appropriate? (Head Start Age-Age Appropriate = 1 point. Early Head Start Age- Age Appropriate = 1 point. Total points possible 2 )</p>		
<p>28. Is the playground area free of hazards? (i.e: tripping, etc.)</p>		
<p>29. Does the <i>design/layout</i> of the playground and equipment promote the safety of children? (i.e height, accessibility, equipment stability, distance between equipment, etc.)</p>		
<p>30. Does the <i>condition</i> of the playground and equipment promote the safety of children? (i.e. rust, mold, exposed edges, choking hazards, uneven surfaces, etc..)</p>		
<p>31. Are outdoor play areas arranged so adults can see the children and effectively supervise them?</p>		
<p><b>TOTAL SCORE FOR QA REPORT: FOR PLAYGROUND</b></p>		<p>____/6</p>
<p><b>TOTAL OVERALL SCORE FOR PROVIDER:</b></p>		<p>____/32</p>