



REQUEST FOR PROPOSAL

COMMUNICATIONS CONSULTANT/ BRAND STRATEGIST

RFP NO. 122023

RESPONSE TIMELINE

Proposals Due by:

Friday, February 16, 2024 by 5:00 p.m. EST

2301 Sugar Bush Road, Suite 400

Raleigh, North Carolina 27612

Telephone: (919) 420-0334 ■ Fax: (919) 783-8368

EAST COAST MIGRANT HEAD START PROJECT RFP NO. 122023

TABLE OF CONTENTS

1. Introduction	2
2. Purpose	2
3. Notice to Respondents	2
4. Contract Award Process	3
5. Criteria for Selection	3
6. Evaluation Process	3
7. Scoring of Proposals	3
8. Proposal Requirements	4
9. Standard Terms and Conditions	5
10. Scope of Services	8
11. Deliverables	8
12. Compensation	9
13. Payment to Vendor	9
14. RFP Timeline/Schedule	10
Execution of Offer	11
Respondent Questionnaire	14
Exhibit A. Mandatory Contract Provisions	17

EAST COAST MIGRANT HEAD START PROJECT RFP NO. 122023

1.0 INTRODUCTION

East Coast Migrant Head Start Project (ECMHSP) is a federally funded, nonprofit corporation that is headquartered in Raleigh, North Carolina. ECMHSP provides high-quality and comprehensive Head Start services in rural areas of Alabama, Florida, Georgia, Indiana, New Jersey, North Carolina, Oklahoma, Pennsylvania, South Carolina, and Virginia, and maintains an administrative office in Washington, DC.

What makes ECMHSP truly special is our ability to meet the unique needs of farmworker families, who often live in hard-to-reach rural areas and work long days for low wages. ECMHSP provides a full array of Head Start services to migrant and seasonal farmworker families. In addition to educating their young children, ECMHSP centers provide nutritious meals to children and ensure that these children have access to health care, including medical and dental screenings.

At ECMHSP, we understand the needs of our families extend beyond the classroom. In response, ECMHSP provides a lifeline to farmworker families during unforeseen financial crisis through the Michael P. Murphy Emergency Fund. Additionally, ECMHSP offers scholarships for farmworker parents looking to further their education, which are awarded annually. We also offer *pro bono* immigration services and assistance to our families. With 50 years of providing high-quality services exclusively to farmworker families, ECMHSP is recognized nationally as a model for excellence and well-trusted in the community.

2.0 PURPOSE

The purpose of this Request for Proposal is to solicit proposals from qualified professional service firms to explore, identify, and recommend a possible change in the name of our corporation, East Coast Migrant Head Start Project. There are three primary reasons for exploring the possibility of a name change. One, the geographic footprint of the organization has expanded, and we no longer serve children exclusively on the east coast of the United States. Two, most of the families we serve are now living year-round in local communities and do not migrate for the purpose of engaging in agricultural labor. And three, while almost all our funding currently is derived from a grant from the United States Department of Health and Human Services, our five-year strategic plan reflects a desire to expand beyond Head Start services. As we begin a new grant cycle on November 1, 2024, we want to ensure the organization has a name that reflects its important mission, core values, and services.

3.0 NOTICE TO RESPONDENTS

- 3.01 This Request for Proposal seeks competitive proposals complying with the terms and conditions and requirements set forth below for the retention of a Communications Consultant/Brand Strategist to provide the services indicated in the Scope of Services below.
- 3.02 ECMHSP will accept proposals until February 16, 2024. Proposals shall be sent via electronic mail or postage mail to:
Francesca Bradshaw, Director, Procurement/Contracts
fbradshaw@ecmhsp.org
East Coast Migrant Head Start Project
2301 Sugar Bush Drive, Suite 400, Raleigh, NC 27612

EAST COAST MIGRANT HEAD START PROJECT RFP NO. 122023

- 3.03 Any questions or concerns regarding this Request for Proposal shall be directed to Francesca Bradshaw, Director, Procurement/Contracts.
- 3.04 The successful Respondent will be required to enter into a professional service agreement to be negotiated between the parties. The Professional Service Agreement, this Request for Proposal, the Execution of Offer, Respondent's Questionnaire, and all amendments issued will constitute the Contract between ECMHSP and the successful Respondent.
- 3.05 Responses to inquiries that directly affect an interpretation or change to this Request for Proposal will be issued in writing by amendment and mailed to all parties recorded by ECMHSP as having received a copy of the Request for Proposal. All such amendments issued by ECMHSP prior to the time that proposals are received shall be considered part of the Request for Proposal. Only those inquiries ECMHSP replies to which are made by written amendment shall be binding. Oral and other interpretations or clarifications will be without legal effect.
- 3.06 Please submit written questions via email to Francesca Bradshaw, Director, Procurement/Contracts, fbradshaw@ecmhsp.org by Wednesday, January 17, 2024. East Coast Migrant Head Start Project shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above. Responses to questions will be available on the East Coast Migrant Head Start Project's website at www.ecmhsp.org to this RFP on Friday, January 19, 2024.

4.0 CONTRACT AWARD PROCESS

An award may be made based on the proposals initially submitted, without discussion, clarification, or modification; or on the basis of negotiation with any of the Respondents. For purposes of negotiation, a competitive range of potentially acceptable proposals may be established by ECMHSP. After the submission of a proposal and before making an award, ECMHSP may permit a Respondent to revise the proposal in order to obtain the best and final offer. ECMHSP reserves the right to award a Contract for all or any portion of the requirements proposed by this request, reject any and all proposals if deemed to be in the best interest of ECMHSP, or re-solicit proposals.

5.0 CRITERIA FOR SELECTION

The Respondent selected for an award will be the Respondent whose proposal is the most advantageous to ECMHSP. ECMHSP is not bound to accept the lowest priced proposal if that proposal is not in the best interest of ECMHSP as determined solely by ECMHSP.

- Qualifications and experience
- Methodology, approach, and client communications
- The overall cost to ECMHSP for the services provided
- Respondent's references

EAST COAST MIGRANT HEAD START PROJECT RFP NO. 122023

6.0 EVALUATION CRITERIA

Evaluation of Respondents shall be on the basis of the specific Work needs and the professional services offered by the Respondent as stated in the Qualifying Information submitted, in accordance with those criteria listed in this RFP.

7.0 SCORING OF PROPOSALS

Proposals will be scored on a scale of “0” to “100” per evaluator with the maximum number of points available for each criterion as noted in this section. The maximum number of points to be scored under this process is 100 points per evaluator. Scoring is based on a point total per evaluator and not a percentage. The highest-ranking Respondent will be determined by using a combination of Respondent’s total scores for criteria listed. Selection will not be based solely on lowest price. Each Proposal will be subject to a process of evaluation to determine the Respondent’s responsiveness to ECMHSP’S needs. Criteria to be considered include:

Criteria	Maximum Points
Qualifications and Experience	35
Methodology, Approach and Communications	20
Price Proposal	30
References	15
Evaluation Score	100

- The ability to provide the required consulting services to ECMHSP, including market access, office location, length of time in business and staff availability.
- Qualifications of the individual(s) who will be assigned to handle the ECMHSP account.
- The ability to offer expert advice and innovative and flexible services tailored to ECMHSP's needs.
- The overall cost to ECMHSP for the services provided.
- The quality of references from past clients or customers of Respondent.
- Respondent’s responses to the Questionnaire, RFP, and any subsequent interview.

8.0 PROPOSAL REQUIREMENTS

8.01 **General Instructions:** Respondents should carefully read the information contained in this Request for Proposal and submit a complete response to all requirements and questions

EAST COAST MIGRANT HEAD START PROJECT RFP NO. 122023

as directed. Any information submitted by Respondents in response to this Request for Proposal shall become the property of ECMHSP. ECMHSP will not provide compensation to Respondents for any expenses incurred for proposal preparation or for any demonstrations that may be made. Proposals which are qualified with conditional clauses, alterations, or items not requested in the Request for Proposal, or any other changes to the Request for Proposal of any kind are subject to disqualification by ECMHSP, at its option. Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of your proposal.

8.02 **Preparation and Submittal Instructions:** Respondents must complete, sign, and return the attached Execution of Offer as part of their proposal response. Respondent's company official authorized to make such proposals must sign the proposal. Failure to sign and return these forms will subject your proposal to disqualification. Responses to this Request for Proposal must include answers to the Questionnaire. Respondents should submit a total of one complete copy of the entire response. A signature must appear on the Execution of Offer. A proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by ECMHSP. Proposals are to be valid for ECMHSP's acceptance for a minimum of 180 days from the submittal deadline.

8.03 **Required Documentation:** Respondents are instructed to complete, sign, and return the following documents as a part of their proposal submittal. Failure to return these documents may subject your proposal to disqualification.

- Signed and Completed Execution of Offer
 - Responses to Questionnaire

9.0 STANDARD TERMS AND CONDITIONS

9.01 **Definitions:**

- "Contract" shall mean the Professional Service Agreement, the Request for Proposal, the Execution of Offer, Respondents Questionnaire, and all written amendments issued prior to the execution of the Professional Service Agreement.
- "Respondent" shall mean the individual, partnership, corporation, or other entity responding to this Request for Proposal.
- "Contractor" or "Broker" shall mean the individual, partnership, corporation, or other entity awarded a Contract pursuant to this Request for Proposal.

9.02 **Entire Agreement.** The Contract is intended as the complete and exclusive statement of the agreement between ECMHSP and the Contractor and shall supersede all prior or contemporaneous agreements, negotiations or oral representations relating to the subject matter herein.

EAST COAST MIGRANT HEAD START PROJECT RFP NO. 122023

- 9.03 **Term of Contract and Time of Performance:** The term of the Contract will be for three years from date of award, unless terminated earlier by ECMHSP pursuant to paragraphs 9.04 or 9.05 below. Contractor agrees to perform all obligations and tender services set forth in this Request for Proposal as mutually agreed upon between ECMHSP and Contractor during the term of this Contract.
- 9.04 **Termination for Cause:** In the event that the Contractor fails to carry out or comply with any of the terms and conditions of the Contract, ECMHSP may notify the Contractor of such default or failure in writing and demand that the failure or default be remedied within 10 days. In the event that the Contractor fails to remedy such failure or default within the 10-day period, ECMHSP shall have the right to hold Contractor in breach of the Contract and to recover whatever damages it may be entitled to at law or in equity.
- 9.05 **Termination for Convenience:** The Contract may be terminated without penalty by ECMHSP for convenience by giving 30 days' written notice of such termination to the Contractor. In no event shall termination by ECMHSP as provided for in this paragraph give rise to any liability on the part of ECMHSP including, but not limited to, any claims of Contractor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing.
- 9.06 **Independent Status of Parties:** Contractor will neither hold itself out as nor claim to be an officer, partner, employee, or agent of ECMHSP by reason hereof, and will not by reason hereof make any claim, demand, or application to or for any right, or privilege applicable to an officer, partner, employee, or agent of ECMHSP.
- 9.07 **Contract Amendments:** The Contract may be amended by mutual written consent of the parties. No modifications or amendments to the contract shall become valid unless in writing and signed by both parties.
- 9.08 **Compliance with Law:** ECMHSP is a federally funded, non-profit corporation. Individuals and corporations desiring to do business with ECMHSP must certify that they have not been debarred from receiving federal funds. By submitting a response to this Request for Proposal, Respondent is certifying that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - Have not within a three-year period preceding this transaction been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery,

EAST COAST MIGRANT HEAD START PROJECT RFP NO. 122023

bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local), with commission of any of the offenses enumerated in this certification; and
- Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- 9.09 **Access to Documents:** To the extent applicable to this procurement, Contractor agrees to grant access by ECMHSP, the Administration for Children & Families, and the Comptroller General of the United States or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor, which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts, and transcriptions.
- 9.10 **Acceptance of Services:** All services furnished under this Contract shall be to the satisfaction of ECMHSP and in accordance with the scope of services, terms, and conditions of the Contract.
- 9.11 **Indemnification:** Contractor agrees to indemnify, protect, and hold harmless ECMHSP and its officers, directors, and employees from and against all claims, damages, losses, causes of action, suits or judgments arising out of, caused by, or resulting from, the provision of services by Contractor pursuant to this Contract, which are caused in whole or in part by any negligent act or omission of the Contractor.
- 9.12 **Force Majeure:** If either ECMHSP or Contractor is delayed at any time in the performance of its obligations hereunder by economic industry-wide strikes, fire, unusual delay in deliveries, unavoidable casualties, or other causes reasonably beyond such party's control and which could not have been reasonably anticipated by that party, then the time for performance of such party shall be extended by one day for each day of such delay.
- 9.13 **Non-Disclosure:** Contractor and ECMHSP acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any third person, firm, corporation, or other organization.
- 9.14 **Patent and Copyright:** Contractor shall pay for any royalties, license fees, copyrights or trade and service marks required to provide the services required by this Contract.

EAST COAST MIGRANT HEAD START PROJECT RFP NO. 122023

9.15 **Governing Law:** This Contract shall be construed and governed by the laws of North Carolina.

9.16 **Mandatory Contract Provisions:** The Contractor is funded under a grant from the United States Department of Health and Human Services. The grant requires the inclusion of certain mandatory contract provision as set forth in Exhibit A. Those provisions are included herein by reference.

10.0 SCOPE OF SERVICES

The appointed Consultant will be required to provide at least the following minimum services:

10.01 Conduct research to evaluate the existing brand value to the name “East Coast Migrant Head Start Project.” Such research should include, at a minimum,

- Assess cultural and linguistic implementation of new name.
- Develop creative portfolio for new name with key messages and brand attributes.
- Purpose of name options and rationale for the proposed names.
- Focus group interviews with important stakeholders such as ECMHSP employees, ECMHSP Board Members, ECMHSP Policy Council Members, parents of enrolled children, and community partners.
- An evaluation of the successes and challenges of other Migrant and Seasonal Head Start organizations who have changed their names to reflect changes in program services such as PathStone Corporation (formerly, Rural Opportunities, Inc.); Inspire (formerly Washington Migrant Council); and Teaching, Mentoring, Communities (formerly Texas Migrant Council).
- Compare new name alignment with existing ECMHSP logo.
- An evaluation of the successes and challenges of other nonprofit organizations who have changed their names to reflect changes in mission and/or work such as UNIDOSUS (formerly National Council of La Raza).
- Conduct research and identify corporate names that may better reflect the mission of ECMHSP considering the change in ECMHSP’s geographic scope, the demographics of the families we serve, and ECMHSP’s desire to expand services beyond Head Start services.

11.0 DELIVERABLES

The appointed Consultant will be required to provide at least the minimum deliverables:

11.01 Regular periodic written progress reports on the status of the work described in Section 10.0.

EAST COAST MIGRANT HEAD START PROJECT RFP NO. 122023

- 11.02 Detailed step by step implementation process of new name (timetables).
- 11.03 Outline brand transition challenges and risks to ECMHSP.
- 11.04 Presentation(s) to key stakeholders of the results of the research described in Section 10.0 above.
- 11.05 In the event ECMHSP elects to change its corporate name, a written report encompassing all the requirements for a successful corporate name change, including a recommended timeline and communication plan for a successful transition of the corporate name.

12.0 COMPENSATION

The budget for this project is approximately \$50,000. After negotiations and award of the contract, Offeror's pricing for the services provided under the contract shall be a firm fixed price during the term of the contract and any extensions.

13.0 PAYMENT TO VENDOR

- 13.01 ECMHSP agrees to make payments under the contract within thirty (30) days after receipt of a correct invoice for such payment. Where payment is made by mail, the day of postmark shall be deemed the date of payment.
- 13.02 In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between ECMHSP and Vendor regarding the quantity, quality, time of delivery, or other noncompliance with these Contract requirements for any product or service or the accuracy or correctness of any invoice.
- 13.03 Payment terms offering a "prompt payment discount" of (twenty) 20 days or greater will be considered in the evaluation of Proposals. All other payment terms shall be net thirty (30) calendar days or more. Payment terms not specified by Contractor shall be net forty-five (45) days.
- 13.04 Vendor acknowledges and agrees that it is not entitled to any compensation in excess of the value of the work performed that has been approved by ECMHSP. Contractors and subcontractors are not entitled to anticipatory or unearned profits, unabsorbed overhead, opportunity costs, or consequential or other damages as a result of amendment or termination of the Contract.
- 13.05 Vendor shall submit to the ECMHSP all invoices promptly upon completion of the requirements for delivery, and acceptance of the products and services required under the Contract.
- 13.06 Invoices shall not include any costs other than those identified in the executed ECMHSP Purchase Order awarding the Contract or any subsequent Change Orders issued by ECMHSP Finance Department/Procurement.

EAST COAST MIGRANT HEAD START PROJECT RFP NO. 122023

14.0 RFP TIMELINE AND SCHEDULE

14.01 The proposal and any addenda thereto shall be submitted by the Proposer via digital format and must be received by fbradshaw@ecmhsp.org and time recorded no later than 5:00 pm on February 16, 2024.

14.02 Activity Completion Dates

The following dates are set forth for information and planning purposes only. *These dates are subject to change by ECMHSP and upon notice to prospective proposers:

Release of RFP by ECMHSP	Friday, January 5, 2024
Written questions due if any	Wednesday, January 17, 2024
Written Responses to Questions	Friday, January 19, 2024
Proposals Due to ECMHSP	Friday, February 16, 2024

EAST COAST MIGRANT HEAD START PROJECT RFP NO. 122023

EXECUTION OF OFFER

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

1. By signature hereon, Respondent offers and agrees to furnish the products and/or services at the prices quoted and comply with all terms, conditions, and requirements set forth in the Request for Proposal.

2. By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to an ECMHSP employee on connection with the submitted proposal.

3. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership, or institution represented by the Respondent, or anyone acting for the firm, corporation, or institution has violated federal or state antitrust laws, nor communicated, directly or indirectly the proposal made to any competitor, or any other person engaged in such line of business.

4. By signature hereon, Respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete, and accurate.

5. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the Request for Proposal is authorized to sign such documents on behalf of the company and to bind the company under any contract which may result from the submission of this proposal.

6. By signature hereon, Respondent certifies it is a small business and/or a minority/female owned business as indicated below. Indicate status, if applicable:

Small Business

Minority/Female Owned Business

EAST COAST MIGRANT HEAD START PROJECT RFP NO. 122023

7. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exists between Respondent and an employee of ECMHSP.

8. By signature hereon, Respondent affirms that they have not received compensation for participation in the preparation of the specifications for this Request for Proposal.

9. By signature hereon, Respondent signifies their compliance with all Federal laws and regulations pertaining to equal employment opportunities.

10. Respondent certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

EAST COAST MIGRANT HEAD START PROJECT RFP NO. 122023

Complete the Following

Federal Employer Identification No: _____

If Sole Owner, SS No: _____

(Authorized Signature)

(Printed Name/Title)

(Date)

(Street Address)

(City, State, Zip Code)

EAST COAST MIGRANT HEAD START PROJECT RFP NO. 122023

RESPONDENT QUESTIONNAIRE

Respondents are requested to submit a complete response to each of the listed items below.

1. Provide a general description of the history and growth of your company or organization from inception through the present.
2. Provide the name and position of the individuals who will be assigned to ECMHSP's account, their background, any languages spoken and proficiency level, experience and qualifications demonstrating their ability to handle an account the size and complexity of ECMHSP. How much, if any, of the work will be outsourced?
3. Describe how your account managers stay current on trends and developments that impact your industry and clients.
4. How do you help organizations like ours differentiate themselves from competitors?
5. Provide a portfolio with examples of how you have built an entire campaign strategy around a focused brand identity. Describe how you measured success.
6. Describe your strategic process. How does your agency gather information you need for the creative process? Are there unique aspects to your research?
7. How many revisions are allowed at each stage of the process?

EAST COAST MIGRANT HEAD START PROJECT RFP NO. 122023

8. Provide specific examples of relevant experience working with the following communities: rural, agricultural, Latino, indigenous, Spanish-speaking, immigrant, and low-wage.

9. Provide a detailed timeline for the branding process and expected completion date. What happens when deadlines are missed?

10. How frequently can we expect to meet with the account managers, and how will you report on progress?

11. Are you willing to travel within the state? Do you have any constraints with traveling to Raleigh and the surrounding area for research, face-to-face meetings, and presentations?

12. What kind of ROI can we expect from your branding services in the next one to three years?

13. Provide a customer reference list of no less than three organizations with which your company currently has contracts with and has previously provided branding consulting services of equal type and scope, as requested herein, within the past 10 years. The reference list must include company name, industry, number of employees, contact person, and telephone number, and length of business relationship.

14. Describe your company's service support philosophy, how it is carried out, and how success in keeping this philosophy is measured. How do you measure client satisfaction? What value added services do you provide?

EAST COAST MIGRANT HEAD START PROJECT RFP NO. 122023

15. How many clients of similar size to our company have you lost in the last three (3) years? Explain why? Please provide at least one as a reference including: name, address, phone number, and length of time associated with your organization.

16. Describe the method by which you propose to be compensated. Provide a description of any alternative fee arrangements that may be agreed to by your company and ECMHSP. If you charge fees for employee communication, please indicate the basis of your charges (hourly, by project, etc.) and what typical charges might be.

17. How will you save East Coast Migrant Head Start Project money? How will you demonstrate the savings?

18. Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship exist between your company and any ECMHSP employee. If yes, please explain.

19. Describe any other facets of your organization and your firm's experience that are relevant to this proposal that have not been previously described and that you feel warrant consideration.

20. Is your company a minority-owned business? If so, under what certifying agency, state or federal is it certified?

Submitted by: _____

(Authorized Signature)

EAST COAST MIGRANT HEAD START PROJECT RFP NO. 122023

“Exhibit A – Mandatory Contract Provisions”

Suspension and Debarment

ECMHSP is funded under a grant from the United States Department of Health and Human Services, Administration for Children & Families, Office of Head Start. Individuals and corporations desiring to do business with ECMHSP must certify that they have not been debarred from receiving federal funds. By entering into Agreement, Contractor is certifying that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this transaction been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local), with commission of any of the offenses enumerated in this certification.
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- (5) Will immediately contact ECMHSP upon receipt of any notice of suspension, proposed debarment, or debarment.

Byrd Anti-Lobbying Amendment: Contractor certifies, to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant, said Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

EAST COAST MIGRANT HEAD START PROJECT RFP NO. 122023

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

- (a) Termination for Convenience: Contractor and ECMHSP may terminate this Agreement at any time upon the mutual agreement of the parties.
- (b) Termination for Cause: This agreement may be terminated for material breach in accordance with the terms and conditions of this Agreement.
- (c) Clean Air Act and Federal Water Pollution Control. Contractor agrees to comply with all requirements of the Clean Air Act and the Federal Water Pollution Act, and all regulations and guidelines listed thereunder. Contractor shall promptly notify the U.S. Department of Health and Human Services and the regional office of the U.S. Environmental Protection Agency upon any violation of the Acts or their regulations and guidelines.
- (d) Energy Efficiency: Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the North Carolina energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- (e) Record Access: Contractor agrees to make available any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcription to the U.S. Department of Health and Human Services, the U.S. Comptroller General, or any other their duly authorized representatives.