



**REQUEST FOR PROPOSAL**

**Virtual Tours for Educational Campuses**

**RFP NO. 092523**

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**RESPONSE TIMELINE**

**Proposals Due by:**

**October 31, 2023 by 5:00 p.m. EST**

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**2301 Sugar Bush Road, Suite 400**

**Raleigh, North Carolina 27612**

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

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**1.0 BACKGROUND**

East Coast Migrant Head Start Project (ECMHSP) is a nonprofit corporation incorporated under the laws of the Commonwealth of Virginia. ECMHSP’s mission is to provide high-quality and comprehensive Head Start services to the children of agricultural workers, and to provide other services and advocate for its agricultural worker families in their other areas of need. ECMHSP’s funding is funded under a grant from the United States Department of Health and Human Services, Administration for Children & Families, Office of Head Start. For the budget period November 1, 2023, through October 31, 2024, ECMHSP is funded to service 2,759 children in forty-nine (49) educational campuses, located in ten different states. ECMHSP’s federal grant requires compliance with many federal laws and regulations including the Head Start Act, Head Start Program Performance Standards, and the Uniform Guidance. An entity interested in submitting a proposal to this RFP should ensure it is knowledgeable about these requirements.

**2.0 Purpose of Project**

ECMHSP is soliciting proposals from qualified Vendors to provide and create virtual tours for all educational campuses to allow families to tour the campus without physically being there. This should offer stunning imagery, 360° campus virtual tours, and exciting videography to parents. Tours should be narrated.

**3.0 Scope of Work**

This request for proposal seeks qualified Vendors that have demonstrated experience in comprehensive, educational campus 360 virtual tour platforms. The successful Vendor will provide an immersive and visually engaging 360 campus virtual tour for over (37) educational campuses located across several regions of the United States, as notated in Exhibit B. It is expected that candidates will have five (5) years of experience in providing services like those being solicited in this RFP. The successful Vendor must have the ability to provide virtual campus tours for multiple campus locations where some campus locations have multiple buildings. This Request for Proposal (RFP) is issued for the purpose of developing a digital three-dimensional virtual tour of the educational campuses inside and outside of each campus. The virtual tour will be used to allow families to tour the campus without physically being there. The finished product should serve as an impressive, effective solution that can be used as a marketing tool which showcases the educational campuses.

The Vendor shall have qualified and knowledgeable employees to provide customer service in all areas of the system. These employees will also need to sustain system updates and continually search for new and innovative ways to upgrade the product. As such, the successful Vendor will have an eye on the future and will continue to provide innovative technologies for system users over time.

**4.0 GOALS**

In order for families and visitors to become more engaged in the work that ECMHSP performs in the various communities, ECMHSP seeks to develop a one-year plan to institute 360 virtual tours in all campuses. This project will include:

- **Previewing the Campus:** Virtual tours created should allow families and visitors to explore the campus from the comfort of their own homes. They should be able to get a visual understanding of the campus layout, architecture, and facilities.
  - **360-Degree Views:** This should enable families and visitors to access virtual tours that provide 360-degree views, allowing parents and visitors to virtually navigate through different areas of the campus.
  - **Interactive Maps:** Offer interactive maps that allow families and visitors to explore specific areas of interest on the campus.
  - **Stunning Imagery:** Virtual tours should include high-quality imagery that showcases the beauty and unique features of each campus. This will give families and visitors a sense of the atmosphere and aesthetics of the campus.

#### **Add on (optional)**

**Narration:** The virtual tours should provide narration or audio guides, offering additional information about different locations on the campus. This should enhance the virtual tour experience and provide valuable insights into the valuable work performed by ECMHSP.

By leveraging these features, the virtual tours should help families and visitors make informed decisions about a campus, even if they are unable to visit in person.

#### **5.0 Deliverables**

- Successful applicants should be able to deliver a fully functional virtual tour for each campus within a year.
- Updates should be made every 5 years after the initial tour is created.
- Work at the campuses will be conducted when the children and staff are not on campus.
- Training and support should be provided, with instruction to navigate each aspect of the virtual tour, instructions for integrating tour on East Coast web site.

#### **6.0 Compensation Amount and Schedule**

The budget for this project is approximately \$150,000. The selected Vendor may sub-contract some portion of the deliverables as long as 1) the end result is seamless to ECMHSP and 2) the Vendor assumes all responsibility for managing the sub-contractor, including quality of work, and all financial and risk obligations. 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.

##### **6.1 Payment to Contractor**

- 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.

- 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.
- 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 greater. Payment terms not specified by Contractor shall be net forty-five (45) days.
- 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.

**7.0 Contract**

East Coast Migrant Head Start Project anticipates that at the conclusion of the RFP process there will be a contract between East Coast Migrant Head Start Project and the successful Consultant under which the successful Consultant will provide the services generally described in this RFP.

**8.0 Evaluation Criteria**

If an award is made, it is expected that East Coast Migrant Head Start Project’s award will be to the candidate that best meets the needs of the organization. A number of relevant matters will be considered, including qualifications and cost. The Evaluation Criteria will be used to provide an indication of who will be awarded the contract, but we are not bound to use these criteria or to award on the basis of the recommendation. East Coast Migrant Head Start Project reserves the right to change the criteria and to otherwise vary from this procedure as it determines to be in the best interest of the organization.

**9.0 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:

<b>Criteria</b>	<b>Maximum Points</b>
<b>Understanding the Project</b>	<b>10</b>
<b>Methodology Used for the Project</b>	<b>25</b>
<b>Management Plan for the Project</b>	<b>20</b>
<b>Experience and Qualification</b>	<b>25</b>
<b>Costs</b>	<b>20</b>
<b>Evaluation Score</b>	<b>100</b>

**10.0 Criteria for Selection:**

The Respondent selected for an award will be the Respondent whose proposal, as presented in the response to this Request for 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. EMHSP Evaluation Committee will consider and evaluate proposals based upon the following criteria and questions set below:

**10.01 Understanding the Project- 10 points**

- (a) How well has the candidate demonstrated a thorough understanding of the purpose and scope of the project?
- (b) How well has the candidate identified issues and potential problems related to the project?
- (c) How well has the candidate demonstrated that it understands the deliverables East Coast Migrant Head Start Project expects it to provide?
- (d) How well has the candidate demonstrated that it understands East Coast Migrant Head Start Project's schedule and can meet it?

**10.02 Methodology Used for the Project— 25 points**

- (a) How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- (b) How well does the methodology match and contribute to achieving the goals set out in the RFP?
- (c) How well does the methodology interface with the schedule in the RFP?

**10.03 Management Plan for the Project— 20 points**

- (a) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- (b) How well is accountability completely and clearly defined?
- (c) Is the organization of the project team clear?
- (d) How well does the management plan illustrate the lines of authority and communication?
- (e) To what extent does the candidate already have the hardware, equipment, and licenses necessary to perform the contract?

- (f) Does it appear that the candidate can meet the schedule set out in the RFP?
- (g) Has the candidate offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- (h) Is the proposal practical, doable and within budget?
- (i) How well have potential problems been identified?
- (j) Is the proposal responsive to all material requirements in the RFP?

**10.04 Experience and Qualifications (Personnel) — 25 points**

- (a) Do the individuals assigned to the project have experience on similar projects?
- (b) Are resumes complete and do they demonstrate backgrounds that are desirable for individuals engaged in the work the project requires?
- (c) How extensive are the applicable education and experience of the personnel designated to work on the project?

**Experience and Qualifications (Candidate)**

- (e) How well has the candidate demonstrated experience in completing similar projects on time and within budget?
- (f) How successful is the general history of the candidate regarding timely and successful completion of projects?
- (g) Has the candidate provided letters of reference from clients?
- (h) How reasonable is the candidate's cost estimate?
- (i) If subcontractors will perform work on contract, how well do they measure up to the evaluation used for the candidate?

**10.05 Contract Cost-20 points**

The lowest cost proposal will receive the maximum number of points allocated to cost. Cost is one of a number of factors, so a candidate with the lowest cost cannot count on being selected.

**11.0 RFP TIMELINE AND SCHEDULE**

12.01 The proposal and any addenda thereto shall be submitted by the Proposer via digital format and must be received by [fbradshaw@ecmhsp.org](mailto:fbradshaw@ecmhsp.org) and time recorded no later than 5:00 pm on Tuesday October 31, 2023.

**11.02 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, September 29, 2023
Written questions due if any	Tuesday, October 10, 2023
Written Responses to Questions	Thursday, October 12, 2023
Proposals Due to ECMHSP	Tuesday, October 31, 2023

**12.0 NOTICE TO RESPONDENTS**

- 12.01 This Request for Proposal seeks competitive proposals complying with the terms, conditions and requirements set forth below for the retention of an independent security consultant firm to perform a security risk assessment for (37) educational campuses located across several regions of the United States.
- 12.02 ECMHSP will accept proposals until 5PM Eastern Time on Tuesday, October 31, 2023. Proposals shall be sent via electronic mail delivery to [fbradshaw@ecmhsp.org](mailto:fbradshaw@ecmhsp.org)
- 12.03 Please submit written questions via email to Francesca Bradshaw, Director Procurement/Contracts [fbradshaw@ecmhsp.org](mailto:fbradshaw@ecmhsp.org) by Tuesday, October 10, 2023. 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](http://www.ecmhsp.org) to this RFP on Thursday, October 12, 2023.
- 12.04 The successful Respondent will be required to enter into a professional service agreement. The professional service agreement, this Request for Proposal, the Execution of Offer, Respondents Questionnaire, and all amendments issued will constitute the Contract between ECMHSP and the successful Respondent.
- 12.05 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 inquires ECMHSP replies to which are made by written amendment shall be binding. Oral and other interpretations or clarifications will be without legal effect.
- 12.06 Late Proposals shall be disqualified from consideration. The timely submission of a proposal is the responsibility of the Proposer.



12.07 Proposal submission email should have the following subject line: “EAST COAST MIGRANT HEAD START PROJECT” **VIRTUAL TOURS RFP**”

### 13.0 PROPOSAL REQUIREMENTS

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

13.02 **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. An original 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.

13.03 **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
- Signed and Completed Pricing and Delivery Schedule
- Responses to Questionnaire

### 14.0 STANDARD TERMS AND CONDITIONS

14.01 **Definitions:**

- “Candidate” shall mean the person, firm, or corporation that submits a proposal or that is considering submitting a proposal.

- “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” shall mean the individual, partnership, corporation, or other entity awarded a Contract pursuant to this Request for Proposal.
- 14.02 **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.
- 14.03 **Time of Performance:** Time is of the essence in the rendering of services hereunder. Contractor agrees to perform all obligations and tender services set forth in this Request for Proposal in accordance with the schedules herein and as mutually agreed upon between ECMHSP and Contractor during the term of this Contract.
- 14.04 **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 ten days. In the event that the Contractor fails to remedy such failure or default within the ten-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.
- 14.05 **Termination for Convenience:** The Contract may be terminated without penalty by ECMHSP for convenience by giving thirty (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. ECMHSP’s sole obligation hereunder is to pay Contractor for services provided prior to the date of termination.
- 14.06 **Payment:** Payment shall be made to Contractor on a method to be agreed to by the parties.
- 14.07 **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 that it 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.
- 14.08 **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.

- 14.09 **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, 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.
- 14.10 **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.
- 14.11 **Acceptance of Services:** All product furnished under this Contract shall be to the satisfaction of ECMHSP and in accordance with the scope of work, specifications, terms, and conditions of the Contract.
- 14.12 **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.
- 14.13 **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.
- 14.14 **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.

- 14.15 **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.
- 14.16 **Governing Law:** This Contract shall be construed and governed by the laws of the state of North Carolina.
- 14.17 **Non-Performance/ Failure to Deliver.** ECMHSP reserves the right to procure goods and/or services to be provided under the Contract from other sources in the event Contractor fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in the Contract.
- 14.18 **Non-Appropriation.** It is understood and agreed between the Parties hereto that ECMHSP shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of the Contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under the Contract, ECMHSP shall notify Contractor of such occurrence in writing within thirty (30) days of non-appropriation, and the Contract shall terminate on the last day of the fiscal year for which (an) appropriation(s) (was) were received without penalty or expense to ECMHSP of any kind whatsoever.

**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 in 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
7. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of ECMHSP.
8. By signature hereon, Respondent affirms that he has not received compensation for participation in the preparation of the specifications for this Request for Proposal.
9. By signature hereon, Respondent signifies his 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.

**Complete the Following**

Federal Employer Identification No: \_\_\_\_\_

If Sole Owner, SS No: \_\_\_\_\_

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

\_\_\_\_\_  
(Printed Name/Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip Code)

**RESPONDENT QUESTIONNAIRE**

Respondents are requested to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to your proposal package. Please reference each response by its item number indicated below.

1. Legal name of the company: \_\_\_\_\_

Number of years in the business: \_\_\_\_\_

Type of Operation-Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

Number of employees \_\_\_\_\_

2. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution?

3. Provide a customer reference list of no less than three (3) organizations with which your company currently has contracts with and has previously provided goods and/or services of equal type and scope, as requested herein, within the past five (5), years. The reference list must include company name, contact person, and telephone number, project description and length of business relationship.

4. Describe how the consultant team will complete the scope of work including a complete schedule. Those submitting proposals are encouraged to suggest revisions to the Scope of Work of this RFP if it is felt the final project could be improved. All suggested changes should be supported with a brief written explanation.

5. 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.

6. Describe your organization’s capacity to manage and provide services proposed. Provide information for each team member that will be assigned to this contract, including number of experience years, qualifications, licenses, certifications, and project responsibilities. Include for example: Resumes of key management staff, identification of staff by position and responsibilities involved in project, and organizational chart with lines of authority.

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

8. Provide a not to exceed cost proposal for all work described under the Scope of Work broken down by project step. Consultants are encouraged to submit suggestions for cost savings and other ways of promoting cost-efficiency and to highlight any tradeoffs inherent in the suggested alternatives. An alternative cost proposal for performing the majority of the inspection/assessment work after hours/weekend work is desired.

*Submitted by:* \_\_\_\_\_  
(Authorized Signature)



## “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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this federal grant, said Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all 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.

**Exhibit B. Location of Head Start Facilities****Steele Campus**

4484 Chandler Mountain Rd  
Steele, AL 35987-3900  
Melchora Garcia – Campus Director  
[mgarcia@ecmhsp.org](mailto:mgarcia@ecmhsp.org)  
256-570-0710 – Phone

**Jennings Campus**

3426 NW County Road 143  
Jennings, FL 32053-3885  
Leannys Mendoza – Campus Director  
[lmendoza@ecmhsp.org](mailto:lmendoza@ecmhsp.org)  
386-938-4655 – Phone

**Loxley Campus**

16742 County Road 68  
Loxley, AL 36551-3226  
Laura Conway – Campus Director  
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