



East Coast Migrant
Head Start Project

REQUEST FOR PROPOSAL

**Comprehensive Infant, Toddler, Preschool Curriculum
and Assessment Tool**

RFP NO. 050620

RESPONSE TIMELINE

Proposals Due by:

May 21, 2020 at 5:00 p.m. EST

2301 Sugar Bush Road, Suite 400

Raleigh, North Carolina 27612

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1.0 INTRODUCTION

East Coast Migrant Head Start Project (“ECMHSP”) is a federally funded, non-profit Corporation that is headquartered in Raleigh, North Carolina, and maintains an administrative office in Washington, DC. ECMHSP provides high quality and comprehensive Head Start services to the children of agricultural workers in rural areas of Alabama, Florida, North Carolina, South Carolina, Virginia, New Jersey, and Pennsylvania. ECMHSP provides services to the children of agricultural workers in seven states. For the budget period November 1, 2019 through October 31, 2020, ECMHSP is funded to serve a total of 2,361 children under its Migrant and Seasonal Head Start (“MSHS”) grant and Early Head Start–Childcare Partnership grant. ECMHSP serves these children in a total of thirty-eight (38) Head Start centers located in rural communities on the East Coast, from Lake Okeechobee, Florida to Lake Erie, Pennsylvania.

ECMHSP is seeking qualified respondents capable of providing a Comprehensive Curriculum Management System and related services in accordance with the requirements set forth in this RFP. The curriculum must help ECMHSP in its goals for improving efficiency, accuracy, and sustainability in the curriculum management process. The successful Vendor must demonstrate expertise in providing a similar curriculum software, maintenance, licenses, support, and services for Head Start programs of similar size.

2.0 OVERVIEW OF HEAD START

Head Start is a federal program that promotes the school readiness of children ages birth to five from low-income families by enhancing their cognitive, social, and emotional development. Head Start programs provide comprehensive services to enrolled children and their families, which include health, nutrition, social, and other services determined to be necessary by family needs assessments such as transportation services, in addition to education and cognitive development services. Head Start services are designed to be responsive to each child and family's ethnic, cultural, and linguistic heritage.

2.01 BACKGROUND OF EAST COAST MIGRANT HEAD START PROJECT

ECMHSP is a non-profit organization funded by the United States Department of Health and Human Services to provide Head Start services to the children of migrant and seasonal direct Head Start services at thirteen Migrant and Seasonal Head Start Centers located in Florida, nine Migrant and Seasonal Head Start Centers located in North Carolina, three Migrant and Seasonal Head Start Centers located in Alabama, four Migrant and Seasonal Head Start Centers in South Carolina, and two Migrant and Seasonal Head Start Centers in Virginia. ECMHSP also subcontracts to three other non-profit delegate agencies that provide Head Start services in three states on the East Coast of the United States. The centers are supported by a regional administrative office in each state. ECMHSP receives approximately \$50,000,000 from the Department of Health and Human Services under CFDA 93.600 for the operation of the Migrant and Seasonal Head Start Programs.

Alabama ▪ Florida ▪ Maryland ▪ New Jersey
North Carolina ▪ Pennsylvania ▪ South Carolina ▪ Virginia

In general, Head Start centers operated by ECMHSP serve children on a seasonal basis throughout the program year. For example, for centers directly operated in Florida by ECMHSP, the growing and harvesting season begins in the late fall and continues through the late spring or early summer of the following year. Accordingly, in Florida, ECMHSP opens Head Start centers for migrant farm worker families beginning in the latter part of October or November, and closes those Head Start centers in late May or early June. Beginning in the late spring, migrant families travel upstream to engage in agricultural labor. Based upon the needs of the families, ECMHSP will open centers beginning in the spring and continuing into the early summer and close these centers when migrant farm workers leave the service area of the Head Start center.

3.0 **PURPOSE**

ECMHSP is soliciting proposals from qualified vendors to provide a curriculum and assessment tool that promotes learning while helping children ages 0-5 to meet their language, social, physical, and cognitive school readiness goals. Using assessment tools to guide curriculum goals allow teachers the opportunity to know where children are developmentally and use the results to plan individual learning experiences and other areas of need. ECMHSP is interested in a research-based curriculum that assess infants, toddlers and preschoolers in the development of emotional growth as well as social interactions in natural settings and is aligned to the Head Start Learning Outcomes Framework.

The successful vendor will provide a full range of professional services to assist ECMHSP in the development and implementation of a curriculum and or program which considers the stages of child development. ECMHSP is in search of a curriculum that can provide the following:

- Comprehensive learning strategies and activities
- A curriculum that can build trust and establish caring relationships between caregivers and young children
- A curriculum that can provide the development of a child's self-identity
- A curriculum should be inclusive of all children and allow for the integration of a child's home culture or home language
- A curriculum that promotes young children's school readiness in the areas of language and cognitive development, early reading and mathematics skills, socio-emotional development, physical development, and approaches to learning;
- A curriculum that is based on scientifically valid research and has standardized training procedures and curriculum materials to support implementation;
- A curriculum that is comprehensive and linked to ongoing assessment, with developmental and learning goals and measurable objectives;
- A curriculum that is focused on improving the learning environment, teaching practices, family involvement, and child outcomes across all areas of development; and
- A curriculum that is aligned with the Head Start Child Development and Early Learning Framework and, as appropriate, State Early Learning Standards.

4.0 NOTICE TO RESPONDENTS

- 4.01 This Request for Proposal seeks competitive proposals complying the terms and conditions and requirements set forth below for the retention of a vendor to provide professional services in developing a curriculum for infants and toddlers.
- 4.02 ECMHSP will accept proposals until 5PM Eastern Time on May 21, 2020. Proposals shall be sent via electronic mail delivery to fbradshaw@ecmhsp.org
- 4.03 Any questions regarding this Request for Proposal shall be emailed to consuellis@ECMHSP.org
- 4.04 The successful Respondent will be required to enter into an agreement in the form attached hereto as Exhibit A. The 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.
- 4.05 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.
- 4.06 **Contract Award Process:** An award may be made on the basis of 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 a 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 proposals if deemed to be in the best interest of ECMHSP or re-solicit proposals.
- 4.07 **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:

- Respondents experience providing the requested services for other similar organizations.
- The overall cost to ECMHSP for the services provided.
- The quality of references from past customers of Respondent.
- Respondent’s demonstrated capability to provide services in the time projected.
- Respondent’s responses the Questionnaire.

4.08 **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
Respondent Background Information	20
Research Based Curriculum	35
Price Proposal	30
References	15
Evaluation Score	100

5.0 **PROPOSAL REQUIREMENTS**

5.01 **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.

5.02 **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.

5.03 **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

6.0 STANDARD TERMS AND CONDITIONS

6.01 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" shall mean the individual, partnership, corporation, or other entity awarded a Contract pursuant to this Request for Proposal.

6.02 **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.

6.03 **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.

6.04 **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.

- 6.05 **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.
- 6.06 **Payment:** Payment shall be made to Contractor on a method to be agreed to by the parties.
- 6.07 **Independent Status of Parties:** Contractor it 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.
- 6.08 **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.
- 6.09 **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.
- 6.10 **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.
- 6.11 **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.
- 6.12 **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.
- 6.13 **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.
- 6.14 **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.
- 6.15 **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.
- 6.16 **Governing Law:** This Contract shall be construed and governed by the laws of the state of North Carolina.

7.0 SCOPE OF SERVICES

As a result of this RFP, East Coast Migrant Head Start Project intends to procure services for a comprehensive infant, toddler, preschool curriculum and assessment tool. The curriculum should closely align with the goals set forth by ECMHSP. The vendor shall provide an overview of their scope and sequence that outlines what the curriculum focuses on and how the plans and materials support children at different stages of development that are aligned to the *Head Start Early Learning Outcomes Framework* (ELOF). In addition, describe how the curriculum support individualize instruction and allows flexibility to respond to the needs of individual children, including dual language learners and children with disabilities (or those suspected of having delays) and other special needs. The vendor shall deliver the following:

Deliverables

1. Curriculum must target the following subjects: approaches to learning, social emotional development, language and communication development, cognitive development, perceptual, motor, and physical development;
2. Curriculum must include objectives and learning activities that are organized to progressively build skills and knowledge for each development mentioned above
3. Curriculum must be easy to understand, and offer individualize, and group customize lesson planning;
4. Curriculum contains activities that are teacher-child interactive;
5. Assessment capability that align with the curriculum and reporting tools that can track Progress
6. Explain how the curriculum is researched-based and consistent with how children develop and learn;
7. Provide evidence of reliability and validity for different languages, different populations and include standardization sample
8. The depth child assessment tool and how it's aligned with their curriculum and the *Head Start Early Learning Outcomes Framework* (ELOF)
9. Explain how the curriculum and assessment is aligned with the state early learning standards and list which states they are approved in
10. How the curriculum and assessment support family engagement and how it helps Families determine individual school readiness goals;
11. Explain the different types of reports which can be generated from their curriculum and assessment to support individual and classroom planning, and aggregate children's growth and development;
12. Technical support and training;

- 13. Outline the Professional development trainings for teachers and administrators to learn the curriculum and assessment along with staff training cost. Identify if training will be provided in-house, in-person and/or online
- 14. Quarterly training updates to child development center directors and teachers
- 15. Provide the cost of curriculum and assessment package (e.g., manuals, score sheets, materials/kit)
- 16. Provide maintenance costs (Replacement of manuals, materials/kits, score sheets, upgrades to computer-based component, etc.)

8.0 Curriculum Cost

The responsive proposal must clearly set forth the per unit cost of the curriculum, which is inclusive of all costs related to the curriculum. The responsive proposal may elect to provide an ECMHSP-specific discount in the form of an in-kind donation to ECMHSP. These per unit costs should be set forth in the Pricing and Delivery Schedule below.

9.0 RFP TIMELINE AND SCHEDULE

9.1 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 May 21, 2020.

9.2 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	<u>5/14/20</u>
Proposals Due to ECMHSP	<u>5/21/20</u>
Award of Contract	<u>5/28/20</u>

- 9.3 Late Proposals shall be disqualified from consideration. The timely submission of a proposal is the responsibility of the Proposer.
- 9.4 Proposal information shall be kept confidential pending evaluation and negotiation. Proposal contents shall only be released once the agenda has been posted for award consideration of a contract by the Board of Directors.
- 9.5 ECMHSP reserves the right to negotiate any terms and conditions of proposals received, prior to acceptance/rejection of said proposal or contract resulting from proposal.
- 9.6 Proposal submission email should have the following subject line: “EAST COAST MIGRANT HEAD START PROJECT **Comprehensive Infant, Toddler and Preschool Curriculum and Assessment Tool**: Name of Company/Proposer:_____

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
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 your company's service support philosophy, how it is carried out, and how success in keeping this philosophy is measured.

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. Please describe the timeline to include having access to curriculum and an in-house and/or online training delivery schedule.

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

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 with 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.