



***The Early Learning Coalition of The Emerald Coast (ELC-EC)***

1130 N. Eglin Pkwy, Shalimar, FL, 32579

Phone: 850-833-3627, Fax: 850-833-9344

Website: [www.elc-ec.org](http://www.elc-ec.org)

## Request for Proposal for Accounting System

Date RFP Available: April 3, 2023

Closing Date and Time: April 20, 2023 5:00 P.M. Central Standard Time

No. RFP 2023-1

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# 1. GENERAL INFORMATION

## A. Introduction

The Early Learning Coalition of The Emerald Coast (ELC-EC) invites qualified Cloud based Accounting System companies to quote as described in the Request for Proposal (RFP). In order to be considered, written proposals using the format described herein must be received by **5:00 P.M. Central Standard Time on April 20, 2023**, at the ELC-EC's office located at 1130 N Eglin Pkwy, Shalimar, FL 32579.

See item B in Section 3 for the Anticipated Schedule of Events and Deadlines

## B. Background

In 1999, the Florida Legislature passed the School Readiness Act. The Act created the Florida Partnership for School Readiness. In addition, the Act called for the creation of local school readiness coalitions whose goals were to improve the readiness of children when they enter school.

With specific membership designated by Florida Statutes, 57 school readiness coalitions were formed throughout the state covering all 67 counties. Many Coalitions have now merged reducing the number in the state to 30.

In 2001, the Florida Partnership for School Readiness was transferred from the Executive Office of the Governor to the Agency for Workforce Innovation for administrative purposes. The funds for the Pre-Kindergarten, Subsidized Child Care, Even Start, First Start, Migrant Pre-Kindergarten, and other programs were managed by the Agency for Workforce Innovation and distributed through the local coalitions.

In early 2005 the State passed Voluntary Pre-Kindergarten (VPK) legislation which placed local responsibility for the VPK program with the local school readiness coalitions. The coalitions were renamed "Early Learning Coalitions" to reflect their greater role in meeting the early care and educational needs of children and their families. Coalitions now fall under the direction and funding of the [Florida Department of Education, Division of Early Learning \(DEL\)](#).

The ELC-EC is charged with assessing the early care and educational resources available in our community and developing local plans to address identified needs of children and their families. The ELC-EC plans, funds and oversees a system of services designed to help ensure that children are ready for school when they enter kindergarten. In addition, the ELC-EC helps give parents support services to enable them to be stable and strong.

## C. Statement of Purpose

The purpose of this RFP by the ELC-EC is to procure a contract for a cloud-based Accounting System. Through the RFP, the ELC-EC will select one "Offeror".

## **D. Who May Respond**

Qualified vendors who offer cloud-based Accounting System may respond to this RFP.

## **E. Single Point Of Contact**

The single point of contact is the staff member identified by the ELC-EC to manage the process of the RFP. The only contact person with respect to any or all aspects of this RFP is Daniela Engeldinger, Contracts and Performance Analyst.

Attn: Contracts and Performance Analyst  
Early Learning Coalition of The Emerald Coast  
1130 N. Eglin Pkwy  
Shalimar, FL 32579  
Email:dengeldinger@elc-ec.org

## **F. Cone Of Silence – Limitations On Contacting ELC-EC Personnel And Others**

Effective as of the issuance of this RFP and ending at the end of the 24-hour period following the ELC-EC award and execution of Contract with a proposer, no person, entity or other organization shall contact and/or discuss, with any member of the ELC-EC's Board, Executive Committee, or the ELC-EC Staff, any matter that pertains to the RFP, except with the designated single point of contact for the RFP. Any person, entity, or other organization that violates this provision may be disqualified from responding to this RFP.

## **G. Inquiries**

Offerors may submit only written inquiries to the ELC-EC for clarification regarding this RFP on or before 3:00 P.M. Central Standard Time no later than April 10, 2023. All inquiries requesting clarification regarding this RFP must be submitted in writing via email to the single point of contact: Daniela Engeldinger the Contracts and Performance Analyst at [dengeldinger@elc-ec.org](mailto:dengeldinger@elc-ec.org) Inquiries made by phone will not be accepted. Responses to written inquiries will be posted on the web site: [www.elc-ec.org](http://www.elc-ec.org) no later than April 14, 2023, 5:00 P.M. Central Standard Time. It is the responsibility of the Offeror to ensure that the written inquiry has been received by the contact person listed above. Information obtained by any other source is not official and should not be relied on.

## **H. Bidder's Conference**

This RFP will not include a Bidder's Conference. For inquiries see Section G. Inquiries.

## **I. Addenda**

The ELC-EC has the absolute right to cancel, amend, modify, supplement, or clarify this RFP at any time in its sole discretion. If any revisions become necessary or appropriate, as determined in the sole discretion of the ELC-EC, the ELC-EC will post the same on its

website. Any addendum issued by the ELC-EC will include a receipt acknowledgement, which must be executed and submitted to the ELC-EC along with the Proposal on the date Sealed Proposals are due to the ELC-EC. All Offerors should contact the ELC-EC's single point of contact for this solicitation in addition to reviewing the website, before the RFP deadline to ascertain whether any addenda have been issued. Failure to do so could result in a determination that the Proposal is non-responsive.

#### **J. Right to Reject Proposals And Waive Non-Material Irregularities**

The ELC-EC reserves the right to accept or reject any or all proposals and/or to re-advertise, waive any non-material irregularities and technicalities contained therein, and may, at its sole discretion, request a clarification of other information to evaluate any or all proposals. Offerors may be required to submit evidence of qualifications or any other information as the ELC-EC may deem necessary. In consideration of the ELC-EC's evaluation of submitted Proposals, the Offeror, by submitting its Proposal, expressly waives any claim to damages, of any kind whatsoever, in the event the ELC-EC exercises its rights provided for in this Section.

#### **K. Conflict Of Interest**

All Offerors must disclose in their Letter of Certification (Sample provided in Section 5) the name of any officer, director or agent who is also an ELC-EC employee. All Offerors must disclose the name of any ELC-EC employee who owns, directly or indirectly, any interest in the respondent's business or any of its branches. All respondents must disclose any business relationships or family relations with any officer, director, subcontractor, contractor, or employee of the ELC-EC.

#### **L. Small And/Or Minority-Owned Businesses**

Efforts will be made by the ELC-EC to utilize small businesses and minority-owned businesses. An Offeror qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.201).

#### **M. Prohibition Of Lobbying**

Any Offeror or lobbyist, paid or unpaid, for a respondent is prohibited from having any private communication concerning any procurement process or any response to the procurement process with any ELC-EC Board member, Executive Director, or any employee of the ELC-EC who has not been designated by the ELC-EC as the single point of contact for the RFP after the official issuance of the RFP and until completion of contract award to the selected Offeror. A proposal from any Offeror will be disqualified when the Offeror (or a lobbyist, paid or unpaid, for the Offeror) violates this condition of the procurement process.

#### **N. Public Records**

All submitted proposals, certifications and included or attached information shall become public records upon their delivery to the ELC-EC in accordance with Chapter 119, Florida Statutes. Offerors must invoke the exemptions to disclosure provided by law, in their proposals by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and state the reason, in writing, why the exclusion

from public disclosure is necessary. Such claimed exempt information shall be segregated from the remainder of the Proposal.

#### **O. Trade Secret And Confidential Materials**

The ELC-EC will attempt to afford protection from disclosure of any trade secret as defined in section 812.081, Florida Statutes, where identified as such in the Proposal, to the extent permitted under section 815.04, Florida Statutes, and Chapter 119, Florida Statutes. Any Offeror acknowledges, however, that the protection afforded by section 815.04, Florida Statutes, is incomplete, and it is hereby agreed by the Offeror and the ELC-EC that no right or remedy for damages arises from any disclosure.

#### **P. Compliance With Laws, Rules And Regulations**

The Successful Offeror shall for itself, and it shall cause each of its employees, agents, representatives, contractors and subcontractors to continuously comply with all federal, state, and local laws, rules, regulations, codes, ordinances, statutes, and orders of any public authority bearing on the performance of the awarded Contract. The Successful Offeror shall ensure throughout the duration of the Contract that it, and all its contractors and subcontractors of any tier, shall be properly licensed and certified continuously throughout the duration of all work performed and services provided on accordance with the resulting Contract. All such licensing and certification shall be at the sole cost of each contractor and subcontractor. Upon request, the Offeror shall furnish to the ELC-EC copies of any licenses, permits or certification required to comply with any law, rule, regulation, code, ordinance, statute and order referenced herein.

Lack of knowledge by the Offeror will in no way be a cause for relief from responsibility.

Offerors doing business with the ELC-EC will be required to attest to compliance with the following federal and state rules and regulations:

- Equal Employment Opportunity (EO 11246 as amended by EO 11375 and supplemented by regulation 41 CFR part 60)
- Copeland "Anti-Kickback" Act (18 USC 874 and 40 USA 276c)
- Davis-Back Act, as amended (40 USC 276a to a-7)
- Contract Work Hours and Safety Standards Act (40 USC 327-333)
- Rights to Inventions Made Under a Contract or Agreement (37 CFR part 401)
- Clean Air Act (42 USC 7401 et seq) and Federal Water Pollution Control Act (33 USC) 1251 et seq), as amended
- Byrd Anti-Lobbying Amendment (31 USC 1352)
- Debarment and Suspension (EO 12549 and EO 12689)
- Remedies Clause (45 CFR 92.32(i)(2))
- Energy Policy and Conservation Act (45 CFR part 92.36(i) (13))

#### **Q. Disqualification**

The RFP and the Offeror shall be disqualified under the following conditions:

1. The Offeror or affiliate has been convicted of a public entity crime or has been placed on the convicted vendor list or placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes.
2. The Offeror or affiliate has been placed on the federal suspension and debarment list or otherwise determined to be ineligible to receive federal and/or state funds by an action of any governmental agency.
3. The Offeror or affiliate has not complied with an official order of any agency of the State of Florida or the United States Department of Labor to repay disallowed costs incurred during its conduct or projects or services.
4. The Offeror or affiliate has failed to perform any contractual obligation with the ELC-EC in a manner satisfactory to the ELC-EC or has failed to correct unsatisfactory performance to the satisfaction of the ELC-EC.
5. The Offeror or affiliate had a contract terminated by the ELC-EC, by any other Early Learning Coalition, DEL and by any other State agency for cause.
6. The Offeror or affiliate or any of its staff make contact in violation of the provisions of the Cone of Silence as set forth in this proposal.
7. The Offeror or affiliate or any of its staff have participated in the development of the RFP documents for this Solicitation.
8. The Offeror fails to maintain a valid license in the State of Florida to participate to practice public accounting.
9. The Offeror submitted nonresponsive proposals as described in the RFP.

## **R. Protests and Disputes**

Any Offeror who is adversely affected by the ELC-EC decisions or intended decisions concerning a procurement solicitation has the right to appeal. The appeal process is as follow:

1. Submit a formal written protest within three (3) business days after the posting of the Notice of Award to the Chief Executive Officer of the ELC-EC, describing, in detail, the nature of the protest/dispute.

Attn: Chief Executive Officer  
Early Learning Coalition of The Emerald Coast  
1130 N. Eglin Pkwy  
Shalimar, FL 32579

The Chief Executive Officer will review the appeal and respond in writing within three (3) business days from the date of receipt of the formal written request. Should the Executive Director require additional time to review the matter, the Offeror shall be advised in writing (electronic and/or by mail) within five (5) business day period.

2. In the event the Chief Executive Officer's response is not satisfactory to the Offeror, an appeal to the Board of Directors may be requested. The appeal must be provided in writing within five (5) calendar days from receipt of the response from the ELC-EC and address it to:

Attn: Board Chair  
Early Learning Coalition of The Emerald Coast  
1130 N. Eglin Pkwy  
Shalimar, FL 32579



The appeal will be heard by the Board of Directors at a time set by the ELC-EC's Board Chair. The Board of Director's decision will be made by majority of members present. A written acknowledgement and a final resolution of the appeal will be made within thirty (30) calendar days of the request. The result will be the final outcome on behalf of the ELC-EC unless otherwise stated by Florida law.

## **S. Withdrawal of Proposal**

A written request for withdrawal, signed by the Offeror, must be received by the ELC-EC prior to the proposal closing time 4:30 P.M. Central Standard Time on April 18, 2023.

## **T. Tied Bids**

In the case of tied bids, the ELC-EC reserves the right to negotiate term with the most qualified Offerors and make the award based on what it considers to be in the best interest of the ELC-EC.

## **U. Cost of Preparation of Proposal**

Conditions of Proposal: All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by the Early Learning Coalition of The Emerald Coast.

# **2. SCOPE OF SERVICES**

## **A. Statement of Work**

The ELC-EC desires to receive proposals for the selection of cloud-based Accounting System for a term of three (3) years, beginning May 22, 2023 with options to renew annually for up to two (2) additional one (1) year periods. The contract between the parties shall be within the sole discretion of the ELC-EC and subject to:

1. Satisfactory performance as determined by the ELC-EC;
2. Availability of funds as determined by the ELC-EC.

## **B. Description of Entity**

ELC-EC is a nonprofit organization that serves Okaloosa and Walton counties in the State of Florida. ELC-EC is a private, nonprofit corporation and has been determined to be exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. It is governed by a minimum 15-member volunteer board of directors per Chapter 1002, Section 83, Florida Statutes. Administrative office and all records are located at 1130 N. Eglin Pkwy, Shalimar, FL 32579. The ELC-EC employs up to 25 full-time employees. The ELC-EC utilized required State system for enrollments, payments calculations and other activities.

## **C. Scope of Work**

Our agency is seeking to procure a cloud-based Accounting System. We prefer partners who would like to strengthen our mission and a relationship with a company that is grounded in philanthropy core values and organizational health for its own staff is preferred.

### **Current System:**

- Blackbaud
- Excel Spreadsheet Bank Reconciliation

### **System needs:**

- Accrual Based Accounting System to include General Ledger, Accounts Payable, Accounts Receivable, Purchase Orders, Check Writing and Standard Reports
- Cloud based
- Billing Management
- Reconcile Bank Accounts
- ACH – National Automated Clearing House Association upload to United Fidelity Bank.
- Payroll Allocation upload from excel
- Close and reopen periods with ease
- Financial Reporting with exporting capability to Microsoft excel
- Dimension, Segmented or Table-Driven Chart of Accounts, prefer at least three. For example: GL, Grant/Funder, and Other Cost Accumulator codes
- Drill down features
- Budgeting and Forecasting ability
- 1099 Tracking, Printing, and Electronic Filing
- Cross -Fiscal Year Reporting
- Advanced searching abilities to include Vendor Name, Purchase Order, Check number, Amount
- Training for users
- Support resources for issues after implementation

Additionally, our organization seeks to partner with a company with the capacity to develop continuity in team relationships on-site and have the potential to offer training to staff as needed. We employ a staff of up to twenty-five (25) individuals. We will need three (3) active data entity users and one (1) leadership users with reporting and viewing rights. Our fiscal year runs July thru June, and our annual revenue is between \$17 and \$27 million.

## **D. Performance**

The Offeror is to provide.

## **E. Delivery Schedule**

We would like to migrate data May thru July of 2023 and have a go live date on Aug 1, 2023. We will be contracting for a period of three (3) years with a two (2) year optional renewal.

## **F. Price**

Please provide a detailed breakdown of costs inclusive of any one-time fees, monthly and annual charges, optional services and/or add-ons. Additional years can be negotiated.

## **G. Invoicing and Payments**

Invoices should be mailed to the Administrative Office located at 1130 N. Eglin Pkwy, Shalimar, FL 32579 Attn: Accounts Payable or emailed to [accounting@elc-ec.org](mailto:accounting@elc-ec.org). Each invoice must include detailed supporting documentation of all billed services. Payments will be made via check or ACH draft.

## **H. Primary Point of Contact**

The Offeror shall identify a specific individual as a primary point of contact who shall be responsible for the respondent's work product. The individual identified shall be available within 24 hours' notice by email at [dengeldinger@elc-ec.org](mailto:dengeldinger@elc-ec.org) to Daniela Engeldinger, Contracts and Performance Analyst.

## **I. Support Personnel**

Support personnel shall be made available by the ELC-EC in order to provide assistance and technical support during normal business hours, weekends and holidays as available.

## **J. Contractor(s) Responsibilities**

A draft of the Early Learning Coalition of the Emerald Coast, Standard Contract contains additional terms and conditions that will be required of the Offeror. (Sample Contract Provided in Section 7)

### 3. INSTRUCTIONS FOR PREPARING AND SUBMITTING A PROPOSAL

#### A. Proposal Format

Responses shall be submitted on 8.5"x11" white paper, each proposal in separate SEALED envelope(s). The document shall conform to the format and sections as specified in item C Section 4 below including a Title page and all required exhibits, attachments, certifications. Pages must be numbered or lettered as appropriate. All original signatures must be in Blue ink. All supporting documentation or exhibits shall be clearly referenced. The Proposals and all inclusions shall be properly executed and notarized by an individual who is legally authorized to submit the Proposal on behalf of the Offeror.

#### B. Submission of Proposal

##### Sealed Proposals

Each Offeror shall submit only one proposal. The proposal submission shall contain one (1) original and four (4) hard copies. These documents will become part of the contract. The original, and all copies must be in a SEALED envelope(s) and received by the ELC-EC at 1130 N. Eglin Pkwy, Shalimar, FL 32579 no later than 5:00 P.M. Central Standard Time on April 20, 2023. All proposals should be addressed as follows:

Attn: Daniela Engeldinger  
Contracts and Performance Analyst  
Early Learning Coalition of The Emerald Coast  
1130 N. Eglin Pkwy  
Shalimar, FL 32579

It is important that the Offeror's proposal be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information:

Request for Proposal  
5:00 P.M. Central Standard time, April 20, 2023  
Sealed Proposal  
For Accounting System

Failure to do so may result in premature disclosure of your proposal.

Submissions by e-mail or facsimile will not be accepted. Any Proposal submitted shall remain a valid offer for at least one hundred twenty (120) days after the submission deadline. Late proposals will not be considered.

##### Anticipated Schedule of Events and Deadlines (All Times Are Central Standard Time)

Dates Advertised/Available: April 3, 2023, by 7:30 A.M. CST  
Deadline for Receipt of email Inquiries: April 10, 2023, by 3:00 P.M.  
Deadline for Answers for All emailed Inquiries: April 14, 2023 by 5:00 P.M. CST  
Deadline for Written Request for Withdrawal: April 18, 2023 by 4:30 P.M. CST at 1130 N. Eglin Pkwy, Shalimar, FL 32579  
Deadline for Receipt of Proposals: April 20, 2023 by 5:00 P.M. at 1130 N. Eglin Pkwy, Shalimar, FL 32579

Evaluation Review: April 22, 2023 thru April 24, 2023  
Board Meeting: April 28, 2023  
Notification of Intent to Award Contract: by May 2, 2023

All dates set forth above are subject to change by the ELC-EC.

### **C. Proposal Content**

Responses to this RFP shall be prepared in a concise manner designed to address the ELC-EC's anticipated needs and requirements. A completed Proposal consists of the following sections in the order prescribed below:

#### Section 1 – Table of Contents

Table of Contents: Include a clear identification of the material by section and by page number.

#### Section 2 – Letter of Certification

This section is a letter of certification on the Offeror's letterhead to be signed by an authorized representative of the Offeror. This letter should state that the Offeror can provide the service the ELC-EC requires, that specific attachments have been included, that any required additional documentation will be forwarded within three (3) days if selected, and that it is understood that all information included in the proposal shall become public record. (Sample provided in Section 5)

It is responsibility of potential Offerors to be familiar with all publications and list them accordingly.

#### Section 3 – Description of the Scope of Work

In this section, there should be a brief statement demonstrating the Offeror's understanding of the work to be performed and a positive commitment to perform the work. There must be a discussion of how the Offeror will perform each of the desired services that are listed in Section 2. Scope of Services of this proposal.

#### Section 4 – Approach

- A. The Offeror expertise in Not-for-profit accounting systems
- B. The Offeror should describe knowledge of the rules and regulations that governing not-for-profit funding
- C. The Offeror should provide a plan on how to render the services requested
- D. The Offeror should provide a description tool already in place that will be used to provide the services requested
- E. The Offeror should describe how services will be delivered (on-site, off-site, remote etc.) If more than one type of training is available, please give bid for each.
- F. The Offeror should provide example of reporting tools and data integration tools
- G. The Offeror should description maintenance (support) to be provided

#### Section 5 – Value-Added Services

The Offeror should include an explanation of other services that can and have been provided to organizations similar to the ELC-EC. Value-added services provide efficiencies and improved compliance that contribute to the continued success of the ELC-EC.

## Section 6 –Qualifications

- A. The Offeror should provide a list of staff /positions the Offeror will assign to this project along with a brief description of their credentials and experience on similar projects.
- B. A current certificate of good standing issued by the Florida Department of State and Articles of Incorporation along with any other organizational documents sufficient for the purpose of the procurement.

## Section 7 – Prior Not-for-Profit and Governmental Experience

The Offeror should provide names, addresses, contact persons, and telephone numbers of not-for-profit organizations currently using the product.

## Section 8 – Price

The Offeror should provide a proposed budget and a budget narrative for each year of the Contract term. Additional years can be negotiated.

## Section 9 – References

The Offeror must provide at least three (3) references from current clients within the Florida not-for-profit industry, and/or clients whose funding sources are similar to the ELC-EC or from other State of Florida agencies. The name and contact information of a responsible member of management, including but not limited to the Chief Financial Officer, or Finance Director and/or Chief Executive Officer shall be provided.

## Section 10 – Certification Affidavit

The Certification Affidavit attests that the Offeror has made all necessary disclosures and will provide copies of policies within three (3) days of being selected. This form must be signed and notarized and returned with the proposal. (Sample provided in Section 6))

## Section 11 – Attachments

The Offeror must include all attachments in this section if applicable.

## **D. Nonresponsive Proposals**

Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:

1. The proposal is not received in a timely manner in accordance with the terms of this RFP.
2. The proposal does not follow the specified format.
3. The proposal does not include the Certifications.

## 4. PROPOSAL EVALUATION

### A. Selection Criteria

Quotes will be evaluated based on the following criteria (order is not indicative of weight or importance):

1. Extent to which the products and services provided address the requirements in this document,
2. Project Costs
3. Timelines; and
4. Vendor's references

In order to maintain comparability and enhance the review process, it is requested that responses be completed and organized in the manner specified in Section 3.C.

### B. Evaluation Process

The Evaluation Committee, consisting of members from the Executive Committee, Board members and selected ELC-EC staff, will evaluate each responsive Proposal in accordance with criteria listed below. Total points will be calculated from each Evaluation Committee member, providing a total point value for each responding Offeror.

### C. Evaluation Criteria

Evaluation of each proposal will be scored on the following twelve factors. In compliance with 2 CFR Part 200.319 – Competition, no geographic preferences will be given in the evaluation of this proposal, since the section states, "The Non-Federal entity must conduct procurements in a manner that **prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals**, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference."

#### Scoring Factors -

1. Accrual based Accounting System	0-05
3. Rules and requirements governing non-profit funding	0-10
4. Date integration with other systems & software	0-05
5. Bank account Reconciliation	0-10
6. Training	0-10
7. Cross-Fiscal Year Reporting	0-05
8. Multidimension Reporting	0-05
9. Provide sample Reporting Tools and Data integration Tools	0-10
10. Budgeting and Forecasting ability	0-10
11. Implementation Plan indicates detail and accordance to scope of work.	0-15
12. Cost of services	0-15
<b>TOTAL EVALUATION POINTS</b>	<b>100</b>

## **D. Review Process**

In compliance with Uniform Guidance 2 CFR Part 200.319 – Competition, the ELC-EC has conducted this procurement manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.

At the discretion of the Evaluation Committee, Offerors submitting proposals may be requested to make presentations to clarify or negotiate modifications to the Offerors' proposals as part of the evaluation process. Presentations may be delivered in person or via teleconference. Selected Offerors will be notified in advance. Not all Offerors submitting a proposal will be asked to participate in presentations.

The Offeror, meeting all the outlined criteria, that also accumulates the highest total point value will be selected to negotiate contract first. If terms and conditions cannot be successfully negotiated within a timeframe set by Evaluation Committee, then the next highest scored proposal will be contacted for negotiations until agreement is reached.

The ELC-EC reserves the right to reject any or all proposals submitted.

However, the ELC-EC reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, that the Offeror can propose.

Upon completion of the negotiations, the Evaluation Committee will make a recommendation of selected Offeror to the full Board of Directors. The ELC-EC Board of Directors shall make final decision.

## **E. Notification of Award**

It is expected that a decision about selection of the successful Accounting System Company will be made within three (3) weeks of the closing date for the receipt of proposals.

Upon conclusion of final negotiations with the successful Accounting System Company, all Offerors submitting proposals in response to this RFP will be informed, in writing, of the name of the successful Account System Company.

The Notice of Intent to Award will be posted at the ELC-EC's website: [www.elc-ec.org](http://www.elc-ec.org).

## **F. Agreement**

A contract will be negotiated after the award for any work to be performed as a result of this RFP. The RFP, the written proposal of the Offeror in response to the RFP, and the resulting Contract will constitute the complete agreement between the Offeror and the ELC-EC.



## **G. Contract Period and Renewal**

The ELC-EC will be entering into a contract with successful Offeror for a term of three (3) years, beginning on May 22, 2023 with options to renew annually for up to two additional one (1) year periods (May 22, 2026 to May 21, 2027 and May 22, 2027 to May 21, 2028). Each year, a professional renewal contract will be executed by the ELC-EC.

The contract and renewals between the parties shall be within the sole discretion of the ELC-EC and subject to:

1. Satisfactory performance as determined by the ELC-EC;
2. Availability of funds as determined by the ELC-EC.

## **H. Cancellation of Contract/Termination**

In the event, any of the provisions of this proposal are violated by the Offeror, the Chief Executive Officer, or a designee will give written notice to the Accounting System Company stating the deficiencies. The Accounting System Company will have 10 days to correct the deficiencies. If the Accounting System Company does not make the corrections within 10 days, then recommendation will be made to the ELC-EC Board for immediate cancellation of the contract. If the contract is cancelled, the ELC-EC may pursue any and all legal remedies as provided herein and by law.

The ELC-EC reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving 30 days prior written notice to the other party. If the contract should be terminated without cause the ELC-EC will be relieved of all obligations under said contract. The ELC-EC would only be required to pay the Accounting System Company remuneration for contract services performed as of the date of termination.

The Accounting System Company will have the option to terminate the contract without cause upon written notice to the Chief Executive Officer. The written notice must be received at least 60 days prior to the effective date of the termination. Cancellation of the contract by the Accounting System Company may result in removal of that Company from the respondents list for a period of 3 years.

## **I. Default**

In the event that the awarded Offeror should breach this contract, the ELC-EC reserves the right to seek remedies in law and or in equity. Default would result in removal of the Company from the Offerors list for a period of 3 years.

## 5.SAMPLE OF LETTER OF CERTIFICATION

Example of Letter of Certification as stated below:

Attn: Dana Hodges, Chief Executive Officer  
Early Learning Coalition of The Emerald Coast  
1130 N. Eglin Pkwy  
Shalimar, FL 32579

Dear Mrs. Hodges:

We have read the ELC-EC's Request for Proposal No. RFP 2023-01 and fully understand its intent. We certify that the following:

1. The individual signing certifies that the Offeror has adequate personnel, equipment, technology and facilities to fulfill the requirements and due dates of the engagement.
2. The individual signing certifies that the Offeror understands that ability to meet the criteria and provide the required services will be judged by the ELC-EC staff members, members by Executive Committee and/or by the Board of Directors.
3. The individual signing certifies that the Offeror understands that final approval for contract award will come from the ELC-EC.
4. The individual signing certifies that he/she is authorized to contract on behalf of the Offeror.
5. The individual signing certifies that the Offeror is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Offeror.
6. The individual signing certifies that the prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for purpose of restricting competition.
7. The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the Offeror prior to an award to any other Offeror or potential Offeror.
8. The individual signing certifies that there has been no attempt by the Offeror to discourage any potential Offeror from submitting a proposal.
9. The individual signing certifies that the Offeror have not been divulged, discussed, or compared this proposal with any other Offeror and have not colluded with any other Offeror in the preparation of this proposal to gain an unfair advantage in the award of this proposal.

10. The individual signing certifies that he/she has read and understands all the information in this Request for Proposal, including the information on the data/equipment/programs to be monitored.
11. The individual signing certifies that the Offeror, and any individuals to be assigned to the part of the implementation team, does not have a record of substandard work and has not been debarred or suspended from doing work with any federal, state, or local government.
12. We have attached the following for your review:
  - a. A signed and Notarized copy of the Certification Affidavit
  - b. A completed IRS form W-9

It is understood that all information included in, attached to, or required by this RFP shall become public record upon delivery to the ELC-EC as defined in the Public Records Act, chapter 119, Florida Statutes.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
(Offeror's Firm Name)

\_\_\_\_\_  
(Signature of Offeror's Representative)

\_\_\_\_\_  
(Printed Name and Title of Individual Signing)

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Telephone)

## **6.SAMPLE OF CERTIFICATION AFFIDAVIT**

**DIRECTIONS: BY ATTESTING TO THIS FORM, THE OFFEROR AGREES TO COMPLY WITH ALL SECTIONS ON THE SWORN AFFIDAVIT. THIS FROM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

### **1. APPLICATION ACCURACY**

I do hereby certify that all facts, figures, and representations made in the proposal are true and correct. The filing of this proposal has been authorized by the contracting entity and I have been duly authorized to act as the representative of the organization in connection with this proposal. I also agree to follow all terms, conditions, and applicable federal law and state statutes.

### **2. PROHIBITION ON LOBBYING**

Applicants are hereby advised and agree to comply with the ELC-EC's adopted prohibition on lobbying:

No funds granted by the ELC-EC shall be used by a provider agency to hire a lobbyist or to supplant any funds which would allow for the funding of a lobbyist.

Any respondent or lobbyist, paid or unpaid, for a respondent is prohibited from having any private communication concerning any procurement process or any response to a procurement process with any ELC-EC Board Member or the ELC-EC's Executive Director after the issuance of this RFP and until the completion of the contract award. A proposal from any Offeror will be disqualified when the Offeror or a paid or unpaid lobbyist for the Offeror violates this condition of the procurement process.

### **3. CONFLICT OF INTEREST**

Applicants are hereby advised, and agree to comply with the ELC-EC's adopted conflict of interest regulations:

All Offerors must disclose the name of any officer, director, or agent who is also an ELC-EC employee. All Offerors must disclose the name of any ELC-EC employee who owns, directly or indirectly, any interest in the respondent's business or any of its branches. All Offerors must disclose any business relationships with any officer, director, subcontractor, contractor or employee of the ELC-EC. The disclosures described above must be submitted as a cover letter, included with the RFP proposal, addressed to the ELC-EC Board Chair, and must be submitted no later than the proposal deadline.

### **4. AGENCY CERTIFICATION**

I, the undersigned applicant, hereby attest that the following policies, procedures, regulations, and documentation are in effect and agree to provide copies of the following within three working days of notification by the ELC-EC of intent to award the contract:

- a. Affirmative Action Policy
- b. Certified Minority Business Enterprise (if applicable)
- c. Small Disadvantaged Business Enterprise Policy (if applicable)
- d. Americans with Disabilities Policy
- e. Drug Free Workplace Policy

## 5. PUBLIC ENTITY CRIME AFFIDAVIT

- a. I understand that a “public entity crime” as defined in Paragraph 287.1 33(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any entity, agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- b. I understand that “convicted” or “conviction” as defined in Paragraph 287.1 33(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment after July 1989, or as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- c. I understand that an “affiliate” as defined in Section 287.133, Florida Statutes means:
  - A predecessor or successor of a person convicted of a public entity crime; or
  - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate.
  - The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- d. I understand that a “person” as defined in Section 287.133, Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services led by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- e. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (please indicate which additional statement, below, applies).
  - I. There were proceedings concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list.
  - II. The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).
  - III. The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending in the Department of General Services).

**ORGANIZATION’S NAME AND ADDRESS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTE: AS EVIDENCED BY MY SIGNATURE BELOW, I UNDERSTAND AND WILL COMPLY WITH ALL TERMS AND CONDITIONS STATED HEREIN:**

\_\_\_\_\_  
Type Authorized Official’s Name

\_\_\_\_\_  
Authorized Official’s Title

\_\_\_\_\_  
Authorized Official’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Employer Identification Number

**FOR NOTARY PUBLIC (OFFICIAL USE ONLY)**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, \_\_\_\_\_

Who, after first being sworn by me, affixed his/her signature \_\_\_\_\_

in the space provided above on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ NOTARY PUBLIC

My Commission Expires \_\_\_\_\_

## 7.SAMPLE STANDARD CONTRACT TERMS/CONDITIONS

### EARLY LEARNING COALITION OF THE EMERALD COAST STANDARD CONTRACT

This **STANDARD CONTRACT** is entered into between **Early Learning Coalition of The Emerald Coast**, hereinafter referred to as **ELC-EC**, and \_\_\_\_\_, hereinafter referred to as **CONTRACTOR**.

The provisions of this **STANDARD CONTRACT** and **ADDENDUM** prevail over any conflicting provisions contained in **ATTACHMENT(S)**.

#### The Parties Agree:

#### I. CONTRACTOR Agrees:

A. To provide services in accordance with the conditions specified in **STANDARD CONTRACT** and \_\_\_\_\_ **ATTACHMENT#1, Contract**.

#### B. To requirements of section 287.058, Florida Statutes (F.S.)

1. To provide units of deliverables, including reports, findings, and drafts as specified in **ATTACHMENT(S)**, to be received and accepted by **ELC-EC** Purchasing/Contracts Specialist prior to payment.
2. To comply with the criteria and final date by which criteria must be met for completion of this contract as specified in Section III, Paragraph A of this contract.
3. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
4. ~~Where applicable, to submit bills for any travel expenses in accordance with Section 112.061, F.S. **ELC-EC** may, if specified, establish rates lower than the maximum provided for in section 112.061, F.S. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S., made or received by **CONTRACTOR** in conjunction with this contract. It is expressly understood that **CONTRACTOR** refusal to comply with this provision shall constitute an immediate breach of this contract.~~

#### C. To the following Governing Law

##### 1. State of Florida Law

This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations



of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.

2. **Federal Law**

- a. If this contract contains federal funds, **CONTRACTOR** shall comply with provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified.
- b. **Clean Air Act:** If this contract contains federal funds and is over \$100,000 **CONTRACTOR** shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), section 508 of the Clean Air Act, as amended (33 U.S.C.1368 et seq.), Executive order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). **CONTRACTOR** shall report any violations to **ELC-EC**.
- c. **Certification Regarding Lobbying:** If this contract contains federal funding in excess of \$100,000, **CONTRACTOR** must, prior to contract execution, complete the Certification Regarding Lobbying form. If a disclosure of Lobbying Activities form, Standard form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to **ELC-EC** Purchasing/Contracts Specialist.
- d. **Immigration and Naturalization Act:** To not employ unauthorized aliens. **ELC-EC** shall consider employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act. Such violation shall be cause for the unilateral cancellation of this contract by **ELC-EC**
- e. **Pro-Children Act of 1994:** To comply (**CONTRACTOR** and any subcontractors) with the Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services, including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- f. **Health Insurance Portability Accountability Act (HIPAA):** To comply, where applicable, with the Health Insurance Portability Accountability Act (HIPAA), as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, 164).
- g. **Contract Work Hours and Safety Standards Act:** To comply with Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). All contracts awarded by recipients in excess of \$100,000 for construction contracts and for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with section 102 and 107 of this act.

- h. **Equal Employment Opportunity:** To comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and is supplemented in Department of Labor regulation 29 CFR parts 33 and 37 as well as 41 CFR, Part 60 and 45 CFR, part 80 if applicable. The Equal Employment Opportunity clauses in Section 202 of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, 29 CFR Part 471, Appendix A to Subpart A (EO13496), and the implementing rules and regulations of the Office of Federal Contract Compliance programs (41 CFR, Chapter 60) are incorporated herein.
- i. **Rights to Inventions Made Under a Contract or Agreement:** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- j. **Debarment and Suspension (E.O.'s 12549 and 12689):** No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- k. **Trafficking Victims Protection Act of 2000, 22 U.S.C 7104(g):** In accordance with the Terms and Conditions of the United States Health and Human Services Administration for Children and Families Child Care and Development Fund, **ELC-EC** shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000. In **ELC-EC**'s contract (i.e. grant or cooperative agreement) under which funding is provided to a private entity, section 106(g) of the Trafficking Victims Protection Act of 2000, as amended, requires **ELC-EC** to include a condition that authorizes **ELC-EC** to terminate the contract, without penalty, if **CONTRACTOR** (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the contract or subcontract(s) under the Contract.
- l. **Immigration Reform and Control Act.** **CONTRACTOR** shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

- m. **Title VI of the Civil Rights Act of 1964** as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- n. **Title IX of the Education Amendments of 1972** as amended, 20 U.S.C. 1681 et. Seq., which prohibits discrimination on the basis of sex in educational programs.
- o. **The Age Discrimination Act of 1975** as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- p. **Section 504 of the Rehabilitation Act of 1973** as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
- q. **Title III of the Americans with Disabilities Act of 1990**, 42 U.S.C. 12181 et seq., which prohibits discrimination on the basis of disability by public accommodations and requires places of public accommodation and commercial facilities to be designed, constructed, and altered in compliance with the accessibility standards established by this part.
- r. **Equal Treatment for Faith-Based Organizations.** Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.
- s. **Public Announcements and Advertising:** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, **CONTRACTOR** shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- t. **Energy Efficiency:** **CONTRACTOR** shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- u. **Office of Management and Budget (OMB) Circulars:** **CONTRACTOR** shall comply with all applicable OMB circulars. Nonprofit sub recipients are subject to

the cost principles at OMB Circular A-122; educational institution sub recipients are subject to those at OMB Circular A-21; and commercial organization vendors or subcontractors are subject to the cost principles under 48 CFR Part 31. Sub-recipients and sub-grantees are also subject to the provisions of OMB Circular A-133.

- v. **Codes of Conduct.** **CONTRACTOR** shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub agreements. However, **CONTRACTOR** may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the contractor.
  
- w. **Criminal Background Check.** **CONTRACTOR** shall comply with mandatory standards and policies for Level II criminal background screenings as required by applicable regulations and attest to **ELC-EC** its compliance.

#### **D. To Prepare for and Maintain Audits, Records, and Records Retention**

1. To establish and maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting principals and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by **ELC-EC** under this contract.
  
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract
  
3. That upon completion or termination of the contract and at the request of **ELC-EC**, **CONTRACTOR** will cooperate with **ELC-EC** to facilitate the duplication and transfer of any said reports or documents during the required retention period as specified in Section I, paragraph D, 2, above.

4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, State or other personnel duly authorized by **ELC-EC**.
5. That persons duly authorized by **ELC-EC** and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of **CONTRACTOR**'s contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained,
6. ~~To provide a financial and compliance audit to **ELC-EC** as specified, and to ensure that all related party transactions are disclosed to the auditor.~~
7. ~~To include these aforementioned audit and record keeping requirements in all approved contracts and assignments.~~

**E. Monitoring by ELC-EC**

To permit persons duly authorized by **ELC-EC** to inspect any records, papers, documents, facilities, goods and services of **CONTRACTOR**, which are relevant to this contract, to assure **ELC-EC** of satisfactory performance of the terms and conditions of this contract. Following such evaluation **ELC-EC** will deliver to **CONTRACTOR** a written report of its findings and will include written recommendations with regard to **CONTRACTOR**'s performance of the terms and conditions of this contract. **CONTRACTOR** will correct all noted deficiencies identified by **ELC-EC** within the specified period of time set forth in the recommendations. **CONTRACTOR**'s failure to correct noted deficiencies may, at the sole and exclusive discretion of **ELC-EC**, result in any one or any combination of the following: (1) **CONTRACTOR** being deemed in breach of this contract; (2) the withholding of payments to **CONTRACTOR** by **ELC-EC**; and (3) the termination of this contract, for cause.

**F. Indemnification**

NOTE: Paragraphs I.F.1 and I.F.2 are not applicable to contracts executed between state agencies or subdivisions, as defined in Section 768.28, F.S.

1. **CONTRACTOR** shall be liable for and shall indemnify, defend, and hold harmless **ELC-EC** and all of its officers, agents, and employees from all claims, suits, judgments, or damages consequential or otherwise and including attorneys' fees and costs, to the extent caused by any act, actions, neglect, or omissions by **CONTRACTOR**, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. **CONTRACTOR**'s inability to evaluate liability or its evaluation of liability shall not excuse **CONTRACTOR**'s duty to defend and indemnify within seven (7) days after such notice by **ELC-EC** is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding **CONTRACTOR** not liable shall excuse performance of this provision. **CONTRACTOR** shall pay all costs and fees related to this obligation and its enforcement by **ELC-EC**. **ELC-**

EC's failure to notify **CONTRACTOR** of a claim shall not release **CONTRACTOR** of the above duty to defend.

#### **G. Insurance**

1. To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. To provide proof of current Workers' Compensation insurance as required by law on all parties working for **CONTRACTOR**, whether as employees, leased employees, temporary laborers, or sub-contractors on job site. List of employees, leased employees, temporary laborers, or sub-contractors on site, insured with workers compensation must be updated as necessary.
2. Upon execution of this contract, unless it is a state agency or subdivision as defined by section 768.28, F.S., **CONTRACTOR** accepts full responsibility of identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protection for **CONTRACTOR** and the clients to be served under this contract.
3. Insurance coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. **ELC-EC** reserves the right to require additional insurance, where appropriate.
4. Insurance coverage and workers compensation coverage that is acceptable to **ELC-EC** shall be maintained by **CONTRACTOR**. Workers Compensation must be no less than the Florida Statutory limits of **500,000/100,000/500,000** per incident. Proof of such insurance shall be provided to **ELC-EC**, prior to commencement of the work, by **CONTRACTOR**'s insurers or insurance agents on an **ACORD** certificate listing **ELC-EC** as an additional insured.

#### **H. Safeguarding Information**

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law, or regulations except under written consent of recipient, or his responsible parent or guardian when authorized by law.

#### **I. Assignments and Subcontractors**

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of **ELC-EC**, which shall not be unreasonably withheld. Any sub-license, assignment or transfer otherwise occurring shall be null and void.
2. **CONTRACTOR** shall be responsible for all work performed and all expenses incurred with this contract. If **ELC-EC** permits **CONTRACTOR** to subcontract all or part of the work completed under this contract, including entering into contracts with vendors for services and commodities, it is understood by **CONTRACTOR** that **ELC-EC** shall not be liable to the subcontractor for any

expenses or liabilities incurred under the subcontract and **CONTRACTOR** shall be solely liable of the subcontractor for all expenses and liabilities incurred under this contract. **CONTRACTOR**, at its expense will defend **ELC-EC** against such claims.

3. **ELC-EC** shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another agency incorporated in the State of Florida, upon giving writer notice to **CONTRACTOR**. In the event **ELC-EC** approves transfer of **CONTRACTOR**'s obligations, **ELC-EC** is no longer responsible for the services performed in connection with this contract. In addition, this contract shall bind the successors, assignors, and legal representatives of **CONTRACTOR** and of any legal entity that succeeds to the obligations of **ELC-EC**.
4. ~~**CONTRACTOR** shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant and a copy must be forwarded to **CONTRACTOR**'s contract manager. **ELC-EC**'s contract manager will assist in furnishing names of qualified minorities. **ELC-EC**'s contract manager will assist with questions and answers.~~
5. Unless otherwise stated in the contract between **CONTRACTOR** and the subcontractor, payments made by **CONTRACTOR** to the subcontractor must be within seven (7) working days after receipt of full or partial payment from **ELC-EC** in accordance with Section 287.0585, F.S. Failure to pay within seven (7) working days will result in a liquidated damages charge charged against **CONTRACTOR** and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed (15) percent of the outstanding balance due. Such liquidated damages charge is a reasonable estimate of the actual damages incurred as a result of failure to pay on time.

#### **J. Return of Funds**

To return to **ELC-EC** any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that was disbursed to **CONTRACTOR** by **ELC-EC**. In the event that **CONTRACTOR** or its independent auditor discovers that overpayment has been made, **CONTRACTOR** shall repay said overpayment within forty (40) calendar days without prior notification from **ELC-EC**. In the event that **ELC-EC** first discovers an overpayment has been made, **ELC-EC** will notify **CONTRACTOR** by letter of such a finding. If repayment not be made in a timely manner, **ELC-EC** may charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery.

**K. Incident Reporting**

**Abuse, Neglect, and Exploitation Reporting**

In compliance with ss. 39.201 and 415.1034, F.S., any employee of the ELC-EC or its subcontractors shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE) if the employee knows or has reasonable cause to suspect any of the following circumstances.

That a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare or that a child is in need of supervision and care has not parent, legal custodian, or responsible adult relative immediately known and available to provide supervision and care; or

That a child is abused by an adult other than a parent, legal custodian, caregiver, or other person responsible for the child's welfare; or

That a child is the victim of childhood sexual abuse or the victim of a known or suspected juvenile sexual offender.

**L. Transportation Disadvantaged**

~~If clients are to be transported under this contract, CONTRACTOR will comply with the provisions of Chapter 427, F.S. and Rule Chapter 41-2, FAC.~~

**M. Purchasing**

~~**Procurement of Materials with Recycled Content:** It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of Sections 403.7065, and 287.045, F.S. (Also see Section I, C. 2. g.)~~

~~**Purchase of American-Made Equipment and Products:** CONTRACTOR assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act will be American-made.~~

**N. Independent Capacity of CONTRACTOR**

1. In the performance of this contract, it is agreed between the parties that **CONTRACTOR** is an independent contractor and that **CONTRACTOR** is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of **ELC-EC**.
2. **CONTRACTOR**, its officers, agents, employees, subcontractors, or assignees, in performance of this contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of **ELC-EC**. Nor shall **CONTRACTOR** represent to others that it has other compensation of **ELC-EC** employment as a result of performing the duties and obligations of this contract.
3. Neither **CONTRACTOR**, its officers, agents, employees, subcontractors, nor assignees are entitled to **ELC-EC** retirement or leave benefits, or to any other



benefits of **ELC-EC** employment as a result of performing the duties and obligations of this contract.

4. **CONTRACTOR** agrees to take such actions as may be necessary to require that each subcontractor of **CONTRACTOR** will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture or partner of **ELC-EC**.
5. Unless justified by **CONTRACTOR** and agreed to by **ELC-EC**, **ELC-EC** will not furnish services of support (e.g. office space, office supplies, telephone service, secretarial, or clerical support) to **CONTRACTOR**, to its subcontractor or assignee.
6. All deductions for social security, withholding taxes, contributions to unemployment compensation funds, and all necessary insurance for **CONTRACTOR**, **CONTRACTOR**'s officers, employees, agents, subcontractors, or assignees shall be the responsibility of **CONTRACTOR**.

**O. Sponsorship**

~~As required by Section 286.25, FS, if **CONTRACTOR** is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by **CONTRACTOR** and the State of Florida, (include state agency/department name, if applicable)*. If the sponsorship reference is in written material, the words *State of Florida, (include state agency/department name, if applicable)* shall appear in the same size letters or type as the name of the organization.~~

**P. Final Invoice**

To submit the final invoice for payment to **ELC-EC Accounts Payable Department** no more than thirty (30) days after the contract ends or is terminated. If **CONTRACTOR** fails to do so, all rights to payment are forfeited and **ELC-EC** will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of the contract may be withheld until all reports due from **CONTRACTOR** and necessary adjustments thereto have been approved by **ELC-EC**.

**Q. Use of Funds for Lobbying prohibited**

To comply with the provisions of Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, Judicial branch, or a state agency.

**R. Public Entity Crime and Discriminatory Vendor**

1. Pursuant to Section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with **ELC-EC**: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any

goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two (\$35,000) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

2. Pursuant to Section 287.134, F.S., the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the agency. When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two (\$35,000) for a period of 36 months from the date of being placed on the discriminatory vendor list.
3. Although **ELC-EC** is not considered a public entity for the purpose of this contract, state funds may be used by **ELC-EC** to fund this contract, therefore all provisions associated with section R of this contract are applicable.

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

1. ~~If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in any way connected herewith, **CONTRACTOR** shall refer the discovery or invention to **ELC-EC** to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida or other applicable entity. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida or other applicable entity, including **ELC-EC**.~~
2. ~~In the event that books, manuals, films, or other copyrightable materials are produced, **CONTRACTOR** shall notify **ELC-EC** to be referred to the Department of State, if applicable. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida or other applicable entity, including **ELC-EC**.~~
3. **CONTRACTOR**, without exception, shall indemnify and save harmless **ELC-EC** and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by **CONTRACTOR**. **CONTRACTOR** has no liability when such claim is solely and exclusively due to the Department of State or **ELC-EC**'s alteration of the article. **ELC-EC** and/or State of Florida, if applicable, will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim

~~is made or is pending, CONTRACTOR may, at its option and expense, procure for ELC-EC and/or Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If CONTRACTOR uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood without exception that the bid price shall include all royalties or cost arising from the use of such design, device, or materials in anyway involved in this work.~~

**T. Purchase, Construction or Renovation of Facilities Using State or Federal Funds**

1. ~~Any State, Federal or ELC-EC funds provided for the purchase of or improvements to real property are contingent upon CONTRACTOR granting to the state, federal government and/or ELC-EC a security interest at least to the amount of the state, federal or ELC-EC funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state, federal or ELC-EC funding for this purpose, CONTRACTOR agrees that, if it disposes of the property before ELC-EC's interest is vacated, CONTRACTOR will refund the proportionate share of ELC-EC's, state and/or federal government's initial investment as adjusted by depreciation.~~
2. **Davis Bacon Act:** Any and all construction or renovation using ELC-EC's state or federal funds will be done in compliance with the **Davis-Bacon Act**, thus assuring all workers are paid according to the current prevailing wage for the county in which the work is being done. Documentation and certifications for wages must be provided with each draw request. ELC-EC will have the right to conduct periodic audits on said payrolls. This contract is subject to the Davis Bacon Act.
3. **CONTRACTOR** and subcontractors of **CONTRACTOR** are required to pay covered workers weekly and submit weekly certified payroll records to **ELC-EC**. **CONTRACTOR** is also required to post the applicable Davis-Bacon wage determination with the Davis-Bacon poster (WH-1321) on the job site in a prominent and accessible place where they can be easily seen by the workers.
4. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c):** All contracts and sub grants in excess of \$2000 for construction or repair awarded by recipients and sub recipients shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

**U. Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**  
Contracts for construction or facility improvements must require the recipient to follow its

own requirements relating to bid guarantees, performance bonds, and payment bonds unless the contract or subcontract exceeds \$100,000. Refer to the HHS rule requirements if the contract or subcontract exceeds \$100,000.

**V. Information Security**

**CONTRACTOR** shall maintain confidentiality of all data, files, and records, including client records relating to the services provided, pursuant to this agreement and shall comply with the state and federal laws, including, but not limited to Sections 384.29, 381.004, 392.65, and 456.057 F.S. Procedures must be implemented by **CONTRACTOR** to ensure the protection and confidentiality of all confidential matters. **CONTRACTOR** must also comply with any applicable standards of practice with respect to client confidentiality.

**II. ELC-EC Agrees:**

**A. Contract Amount:** - (Enter Amount)

(Enter contract terms here.)

**B. ELC-EC's** performance and obligation to pay under this contract are contingent upon award of funding from local, state and/or federal entities. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

**C. Contract Payment:** That **ELC-EC** has thirty (30) working days from invoice day to inspect and approve goods and services, unless the bid specification, Purchase Order, or this contract specifies otherwise.

Invoices returned to **CONTRACTOR** due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to **ELC-EC**.

**III. CONTRACTOR and ELC-EC Mutually Agree:**

**A. Effective Date:** \_\_\_\_\_

**B. CONTRACTOR must provide ELC-EC with a time line that clearly defines the start and completion dates no later than five (5) days upon execution of this contract.**

**C. Termination**  
**Termination at will**

1. This contract may be terminated by either party, without cause, upon no less than thirty (30) calendar days notice, in writing to the other party, unless a lesser time is mutually

agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

**2. Termination Because of Lack of Funds**

In the event funds to finance this project become unavailable, **ELC-EC** may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to **CONTRACTOR**. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. **ELC-EC** shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, **CONTRACTOR** will be compensated for any work satisfactorily completed prior to notification of termination.

**3. Termination for Breach**

This contract may be terminated for either parties' non-performance upon no less than *twenty-four (24) hours* notice in writing to the other party. If applicable, **ELC-EC** may employ the default provisions in Chapter 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit either parties' right to remedies at law or in equity.

**4. Termination for Failure to Satisfactorily Perform Prior Agreement**

Failure to have performed any contractual obligations with **ELC-EC** in a manner satisfactory to **ELC-EC** will be sufficient cause for termination. To be terminated as a provider under this provision, **CONTRACTOR** must have: (1) previously failed to satisfactorily perform in a contract with **ELC-EC**, been notified by **ELC-EC** of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of **ELC-EC**; or (2) had a contract terminated by **ELC-EC** for cause.

**D. Request for Quote**

**CONTRACTOR** will diligently, conscientiously and competently uphold and perform the promises and representations made in ATTACHMENT #1 submitted for quote.

**E. Renegotiation or Modification**

Modifications of provisions of this contract shall be valid when they have been produced in writing and duly signed by both parties.

**F. Venue for Disputes**

Venue for the interpretation and enforcement of this agreement and for the resolution of any disputes shall lie only in **Okaloosa County, Florida**.

**G. Governing Law**

This agreement shall be governed by and construed in accordance with the laws of Florida.

**H. Mediation**

All controversies, claims, and other matters in question between the parties arising out of or relating to this contract or its breach shall be settled as follows:

1. The parties will have thirty (30) days from the date a dispute arises between them to attempt to resolve this matter through mediation. The parties agree to cooperate in implementing this procedure. However, either party may withdraw at any time from mediation upon written notice to the other party and pursue other legal remedies.
2. Mediation: “Mediation” is a process in which the parties attempt to resolve a dispute by submitting their dispute to an impartial mediator who facilitates the resolution by mediation of the dispute, but who is not empowered to impose settlement on the parties. The mediation will be conducted in accordance with mediation provisions of Chapter 44, Florida Statutes.
3. The mediator will be a mediator certified by the State of Florida Supreme Court in compliance with Chapter 44, Florida Statutes. The parties will equally divide the mediation fee, if any.

**I. Corrective Action and Financial Penalties and Consequences**

In accordance with the Provisions of Section 65-29.001, F.A.C., and Florida Statute 287.058 financial penalties and consequences may be required for noncompliance, nonperformance, or unacceptable performance under this contract. **ELC-EC** may periodically review the progress made on the scope of services listed in this contract. Penalties may be imposed for failures to implement or to make acceptable progress on performance under this contract.

- a. The increments of penalty imposition that shall apply, unless **ELC-EC** determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for a penalty.
- b. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the contracted services performed under the contract terms.
- c. **CONTRACTOR** shall not reduce the amount or quality of services being delivered to **ELC-EC** as a result of the imposition of a financial penalty pursuant to this contract.
- d. The deadline for payment shall be as stated in the order imposing the financial penalty and in the event of non-payment **ELC-EC** may deduct the amount of the penalty from any invoice(s) submitted by **CONTRACTOR**.

**J. Official Payee and Representatives (Name, Addresses and Telephone Numbers)**

1. The name (**CONTRACTOR'S** name as shown on page 1 of this contract) and the mailing address of the official payee to whom the payment and/or invoices shall be made is:

---

Contractor Address  
Information Here

2. The name, address, and telephone number of ELC-EC's contract management representative responsible for administration of the services under this contract is:

**Daniela Engeldinger**  
**Contracts and Performance Analyst**  
Early Learning Coalition of The Emerald Coast  
1130 N Eglin Pkwy  
Shalimar, FL 32579  
(850) 833-3627 Ext. 211

3. The name and address where **ELC-EC's** payment/invoice(s) must be submitted is:

**Finance Department**  
Early Learning Coalition of The Emerald Coast  
ACCOUNTING@ELC-ORG

4. Upon change of representatives (name, address, and telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals on this contract.

Notices required to be given to **CONTRACTOR** shall be given to:

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Contractor Address & Phone  
Information Here.

Notices required to be given to **ELC-EC** shall be given to:

**Daniela Engeldinger**  
**Contracts and Performance Analyst**  
Early Learning Coalition of The Emerald Coast  
1130 N Eglin Pkwy  
Shalimar, FL 32579

**K. All Terms and Conditions Included**

This contract and its attachments as referenced, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect, and such term or provision shall be stricken.

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**I have read the above contract and understand each section and paragraph.**

**In Witness Whereof, ELC-EC, Inc.** has caused this (XX) page Standard Contract, Addendum and Attachment(s) to be executed by its duly authorized official.

**ELC-EC, Inc.**

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Dana Hodges, Chief Executive Director

**In Witness Whereof, \_\_\_\_\_ (CONTRACTOR)**  
has caused this (XX) page Standard Contract, Attachment(s) to be executed by its duly authorized official.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_





## THANK YOU

Do you know if you live in Florida and have a child who turned 4 years of age by September 1st, your child is eligible for Florida's FREE Voluntary Prekindergarten Program (VPK). VPK classrooms offer high-quality programs that include literacy standards, developmentally appropriate curricula, manageable class sizes, and qualified teachers.

Visit us at: [www.elc-ec.org](http://www.elc-ec.org)