



***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 Early Childhood Books

Date RFP Available: Apr 26, 2024

Closing Date and Time: May 14, 2024 5:00 P.M. Central Standard Time

RFP #24Books

# Table of Contents

## 1. GENERAL INFORMATION

<b>A.</b>	Introduction.....	4
<b>B.</b>	Background.....	4
<b>C.</b>	Statement Of Purpose.....	4
<b>D.</b>	Who May Respond.....	5
<b>E.</b>	Single Point Of Contact.....	5
<b>F.</b>	Cone Of Silence – Limitations On Contacting ELC-EC Personnel And Others.....	5
<b>G.</b>	Inquiries.....	5
<b>H.</b>	Bidder’s Conference.....	5
<b>I.</b>	Addenda.....	6
<b>J.</b>	Right To Reject Proposals And Waive Non-Material Irregularities.....	6
<b>K.</b>	Conflict Of Interest.....	6
<b>L.</b>	Small And/Or Minority-Owned Businesses.....	6
<b>M.</b>	Prohibition Of Lobbying.....	6
<b>N.</b>	Public Record.....	7
<b>O.</b>	Trade Secret And Confidential Materials.....	7
<b>P.</b>	Compliance With Laws, Rules And Regulations.....	7
<b>Q.</b>	Disqualification.....	8
<b>R.</b>	Protests and Disputes.....	8
<b>S.</b>	Withdrawal Of Proposal.....	9
<b>T.</b>	Tied Bids.....	9
<b>U.</b>	Cost Of Preparation Of Proposal.....	9

## 2. SCOPE OF SERVICES

<b>A.</b>	Statement Of Work.....	9
<b>B.</b>	Description Of Entity.....	10
<b>C.</b>	Payment.....	10
<b>D.</b>	Performance.....	10
<b>E.</b>	Delivery Schedule.....	10

<b>F. Invoicing .....</b>	<b>10</b>
<b>G. Primary Point Of Contact.....</b>	<b>11</b>
<b>H. Support Personnel.....</b>	<b>11</b>
<b>3. INSTRUCTIONS FOR PREPARING AND SUBMITTING A PROPOSAL</b>	
<b>A. Proposal Format.....</b>	<b>11</b>
<b>B. Submission Of Proposal.....</b>	<b>12</b>
<b>C. Nonresponsive Proposals.....</b>	<b>13</b>
<b>4. PROPOSAL EVALUATION</b>	
<b>A. Resposiveness to the RFP.....</b>	<b>13</b>
<b>B. Ability to Perform Required Services.....</b>	<b>13</b>
<b>C. Evaluation Criteria.....</b>	<b>13</b>
<b>D. Review Process.....</b>	<b>14</b>
<b>E. Notification Of Award.....</b>	<b>15</b>
<b>F. Agreement.....</b>	<b>15</b>
<b>G. Contract Period And Renewal.....</b>	<b>15</b>
<b>H. Cancellation Of Contract/Termination.....</b>	<b>15</b>
<b>I. Default.....</b>	<b>15</b>
<b>5. REQUIRED CERTIFICATION</b>	
<b>A. EXAMPLE OF LETTER OF CERTIFICATION.....</b>	<b>16</b>
<b>B. CERTIFICATION AFFIDAVIT.....</b>	<b>18</b>
<b>6. Terms and Conditions</b>	
<b>A. Purchase Order/Contract Terms and Conditions.....</b>	<b>ATTACHMENT 1</b>

# 1. GENERAL INFORMATION

## A. Introduction

The Early Learning Coalition of the Emerald Coast (ELC-EC) is seeking a vendor to provide early childhood, developmentally appropriate books for children ages birth to twelve (12) years old. The books will be delivered to one location described in the attached specifications 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 May 14, 2024**, at the ELC-EC's office located at 1130 N Eglin Pkwy, Shalimar, FL 32579.

## 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 ELC-EC is seeking a vendor to provide early childhood, developmentally appropriate books for children ages birth to twelve years old. Offer should provide a list of books that will be delivered no later than June 30, 2024, with thirty percent (30%) for infant/toddler age group, sixty percent (60%) preschool to kindergarten age group, and ten percent (10%) elementary/school age book. This proposal should include all delivery cost with a not-to-exceed amount of \$200,000.00. The contract would end on June 30, 2024, with an option to

renew for a period that may not exceed three (3) years. Delivery will need to be scheduled for a specific day and window of time. Through the RFP, the ELC-EC will select one "Offerer".

#### **D. Who May Respond**

Qualified vendors who offer provide early childhood, developmentally appropriate books for children ages birth to twelve years old 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, Finance Administrator.

Attn: Finance Administrator  
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 1:00 P.M. Central Standard Time no later than May 3, 2024. All inquiries requesting clarification regarding this RFP must be submitted in writing via email to the single point of contact: Daniela Engeldinger the Finance Administrator 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 May 7, 2024, 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 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 Chief Executive Officer 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 5:00 P.M. Central Standard Time on May 10, 2024.

### **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 supports high-quality school readiness opportunities for all children. One opportunity is to provide access to high-quality books and to develop classroom and home libraries for the youngest learners in our community. The ELC-EC desires to receive proposals, for the selection of a vendor, to provided a list of books that will be delivered no later than June 30, 2024, with thirty percent (30%) for infant/toddler age group, sixty percent (60%) preschool to kindergarten age group, and ten percent (10%) elementary/school age book (may include chapter books).

The ELC-EC is seeking a vendor to provide up to \$200,000 in early childhood books in the following manner. Each proposal must address the following::

- A. Books for children birth to twelve years old.
- B. Exhibit developmentally appropriate contant.
- C. Offer Spanish and Spanish bilingual titles.

D. Offer a variety of content options and titles.

E. Describe previous experience with the distribution of a high volume of books.

F. Describe the shipping/delivery process and cost to coordinate delivery to the following address: 300 Mary Esther Blvd unit 368, Mary Esther, FL 32569.

G. Contracts may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer.

H. All Offers must agree to the ELC-EC terms and conditions starting on **ATTACHMENT 1** on this document.

## **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. We support around 120 providers in Okaloosa and Walton Counties. The ELC-EC utilized required State system for enrollments, payments calculations and other activities.

## **C. Payment**

Total funding available is not to exceed \$200,000.00. Payment will be released upon confirmed receipt of all materials. Payments will be made via check or ACH draft.

## **D. Performance**

The Offeror is to provide

## **E. Delivery Schedule**

All materials described under the Scope of Work must be delivered by June 30, 2024.

## **F. Invoicing**

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.

## **G. 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 to Daniela Engeldinger, Finance Administrator.

## **H. 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.

# **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 envelop(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 and bind the Offeror.

The ELC-EC requires the proposal to be completed in full. The sections to the form are as follows:

Table of Contents – The table of contents should include a clear identification of the material by section and by page number.

Letter of Certification – This section is a letter of certification on company letterhead to be signed by the Vendor CEO/President. This letter should state that the business can provide the services 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. See the example of the letter of certification on pages 16 and 18.

Scope of Work – This section should include a brief statement demonstrating the respondent's understanding of the work to be performed and a positive commitment from the respondent to perform the work. There must be discussion of how the respondent will perform each of the desired services that are listed in Section 2 – Scope of Services starting on page 9 of this RFP.

Business Profile and Qualifications - The offeror should communicate its experience in performing not-for-profit and governmental types of services. The respondent should indicate whether it is a local, regional, or national business. In addition, the respondent should give the location of the office from which the work is to be performed and identify the administration and support team that will be responsible for providing the required services.

Cost of Services – The offeror shall to provide cost of books listed in Section 2 – Scope of Services starting on page 9 of this RFP.

Certification Affidavit – The Certification Affidavit attests that the organization has made all the necessary disclosures and that the organization will provide copies of policies within three (3) days of being selected. This form needs to be signed and notarized and returned with the proposal. See the example of the Certification Affidavit on pages 18-21.

## **B. Submission of Proposal**

### Sealed Proposals

Each Offeror shall submit only one proposal. The proposal submission shall contain one (1) original and three (3) 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 May 14, 2024.

All proposals should be addressed as follows:

Attn: Daniela Engeldinger  
Finance Administrator  
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 10, 2024  
Sealed Proposal  
RFP #24Books

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 26, 2024 by 1:00 P.M. CST
Deadline for Receipt of email Inquiries:	May 3, 2024 by 1:00 P.M.CST
Deadline for Answers for All emailed Inquires:	May 7, 2024 by 5:00 P.M. CST
Deadline for Written Request for Withdrawal:	May 10, 2024 by 4:30 P.M. CST at 1130 N. Eglin Pkwy, Shalimar, FL 32579
Deadline for Receipt of Proposals:	May 14, 2024 by 5:00 P.M. CST at 1130 N. Eglin Pkwy, Shalimar, FL 32579
Evaluation Review:	May 16, 2024 to May 21, 2024 All Day
Board or Executive Committee Meeting:	May 31, 2024 at 8:00 A.M. CST

Notification of Intent to Award Contract: by May 31, 2024\_by 1:00 P.M. CST

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

### **C. 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**

The Vendor Selection Committee will evaluate the proposals and prepare recommendations to the Chief Executive Officer and/or the Coalition Board of Directors. Each proposal will be evaluated using the following criteria:

### **A. Responsiveness to the RFP**

ELC-EC will consider all the material submitted to determine whether the Vendor's offering is in compliance with the RFP documents, including bid timeliness, professionalism, and conciseness.

### **B. Ability to Perform Required Services**

ELC-EC will consider all the relevant material submitted by each Vendor, to determine whether the Vendor is capable of providing services of the type and scope specific to the RFP. The following elements will be given consideration by the Coalition in determining whether the Vendor is capable:

1. Overall pricing structure and cost
2. Alignment with RFP Scope of work
3. Expertise/Experience
4. Availability of Resources (based on time requirement)
5. Value of Product/Services

### **C. Evaluation Criteria**

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.

Evaluation of each proposal will be scored on the following six 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. Was the proposal submitted by the deadline?	0-5
2. Was the proposal submitted in presentable/professional manner?	0-5
3. Was the proposal submitted clear and concise?	0-5
4. Does the vendor have relative experience in the market?	0-5
5. Does the vendor have the capacity to fulfill the request?	0-5
6. Is the estimate/cost the best value for ELC-EC?	0-5
TOTAL EVALUATION POINTS	30

#### 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 purchasing Books will be made within three (3) weeks of the closing date for the receipt of proposals.

Upon conclusion of final negotiations, all Offerors submitting proposals in response to this RFP will be informed, in writing, of the name of the successful Offer.

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 one time purchase between May 31, 2024 and Jun 12, 2024.

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

ELC-EC receives annual funding through DEL, in the event that ELC-EC is not granted said funding this contract may be terminated at the expiration of the current funding year. ELC-EC will notify in writing and submit a copy of written notification of such denial from DEL

## **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 three (3) years.

## EXAMPLE 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 #24Books 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 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 \_\_\_\_\_, 2024.

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

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

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

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

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

## **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 \_\_\_\_\_

## Purchase Order Terms and Conditions

Each party shall perform its obligations in accordance with the following listed terms and conditions for this Purchase Order (PO) or contract. Use the links provided for each topic to access and review full instructions. *Note: additional federal and state clauses (not included in these lists) are required for subrecipient POs, contracts or other agreements.*

### **Required clauses – all purchases of services and/or commodities**

- [Accessible Electronic Information Technology](#)
- [Certified Minority Business Enterprise \(CMBE\) reporting](#)
- [Conduct of business – federal/state laws govern](#)
- [Confidentiality and safeguarding information](#)
- [Conflict of interest/related party activities](#)
- [Convicted/discriminatory vendors](#)
- [Cooperation with ELC, DEL and DEL’s Inspector General](#)
- [Filing and payment of taxes#](#)
- [Final invoice](#)
- [Financial consequences](#)
- [Florida Abuse Hotline reporting](#)
- [Funding availability/annual appropriation](#)
- [Insurance – ELC provided proof of coverage](#)
- [Insurance – errors and omissions](#)
- [Insurance – liability](#)
- [Mandatory reporting of fraud/criminal activity](#)
- [No contract services performed outside the USA](#)
- [No lobbying](#)
- [Notification of legal action](#)
- [Payment audit \(records of costs will be available upon request\)](#)
- [Payment and fees](#)
- [Payment made after written “agency” acceptance](#)
- [Payment timeframe - timely payments](#)
- [Procurement of recovered materials#](#)
- [Public records](#)
- [Public access/public records requests](#)
- [Public announcements, press releases, sponsorships](#)
- [Records retention](#)
- [Renegotiation due to changes in Federal or State law, rules or regulations](#)
- [Return of Funds](#)
- [Smoking prohibitions \(Pro Children Act of 2001\)](#)
- [Subpoenas](#)
- [Travel](#)
- [Unauthorized alien\(s\)](#)
- [Waiver](#)
- [Whistleblower’s Act](#)

### **Additional required clauses for all purchases** – triggered by a defined spending threshold

- [Byrd Anti-Lobbying Certification#](#)
- [Clean Air and Federal Water Pollution Control Act#](#)
- [Contract Manager](#)
- [Termination for Cause \(breach of terms\)#](#)
- [Termination for Convenience#](#)

### **Additional clauses - purchases of services only** – may also be triggered by spending threshold

- [Background checks](#)
- [Contract Work Hours and Safety Standards Act#](#)
- [Copeland Anti-Kickback Act#](#)
- [Davis Bacon Act, as amended#](#)
- [Drug Free Workplace#](#)
- [Equal employment#](#)
- [E-Verify](#)
- [Independent Contractor](#)
- [Insurance – reemployment assistance \(aka unemployment compensation\)](#)
- [Insurance – workers’ compensation](#)
- [Purchase of American-Made Equipment and Products#](#)

*The party that executes a PO, contract or other agreement funded by federal or state grant program funds retains all responsibility for compliance with applicable laws, rules and regulations. Your entity should conduct research tasks to verify and/or supplement the listed PO/contract provisions.*

## Purchase Order Terms and Conditions

[Rights to Inventions](#)

**Additional clauses - purchases of services involving access to confidential data only**

- [Breach of security/confidentiality](#)  
 [Information and data security requirements](#)  
 [Information resource acquisition](#)  
 [Prohibition of peripheral devices for confidential data storage](#)  
 [Return or destruction of confidential data](#)

*#Provision is required for purchases funded with federal grant program monies*

**Accessible Electronic Information Technology**

The Contractor hereby agrees that by entering into this PO/contract, Contractor will provide electronic and information technology resources in complete compliance with the Accessibility standards provided in [Rule 60-8.002](#), F.A.C. These standards establish a minimum level of accessibility. See s. 282.603, F.S.

The Contractor hereby agrees that by entering into this PO/contract, Contractor will, whenever practicable, collect, transmit and store PO, contract, program and project-related information in open and machine readable formats rather than in closed formats or on paper as provided in 2 CFR 200.335, *Methods for collection, transmission and storage of information*.

**Background checks**

The ELC may require the Contractor and its employees, agents, representative and subcontractors to provide fingerprints and be subject to such background check as directed by the ELC. The cost of the background check(s) shall be borne by the Contractor. The ELC may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. Specific instructions are provided by the ELC in the scope of work based on the requirements of Sections 435.03 and 435.04, F.S.

**Breach of security/confidentiality**

As defined in Chapter 282.0041, F.S., "Security Incident" means a violation of imminent threat of violation, whether such violation is accidental or deliberate, of information technology security policies, acceptable use policies or standard security practices. As imminent threat of violation refers to a situation in which the state agency has a factual basis for believing a specific event is about to occur.

As defined in Chapter 501.171, F.S., "Breach of Security" means unauthorized access of data containing personal information. Good faith access of personal information by an employee or agent of the ELC does not constitute a breach of security, provided the information is not used for a purpose unrelated to the agreement or subject to further unauthorized use.

As defined in Chapter 282.0041, F.S., "Breach" means a confirmed event that compromises the confidentiality, integrity, or availability of information or data.

The Contractor agrees to comply with s. [501.171](#), F.S. related to the security of confidential personal information and understands that the contractor for this purpose will be considered a third party agent as referenced in this statutory section.

The Contractor shall immediately notify the ELC's Contract Manager (or other listed contact person) in writing of any Security Incident, Breach or Breach of Security of which it becomes aware by its employees, subcontractors, agents or representatives. Notwithstanding requirements of s. 501.171(3), F.S, Contractor's notification shall be made in writing to the ELC within 24 hours after Contractor learns of the security incident or breach. Contractor's notification shall identify:

- (i) the nature of the unauthorized use or disclosure,
- (ii) the confidential information used or disclosed,
- (iii) who made the unauthorized use or received the unauthorized disclosure,
- (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
- (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

Contractor shall provide such other information, including a full written report, as reasonably requested by the ELC.

If the ELC, at its sole discretion, determines that the Contractor has failed to comply with any confidentiality provision of this PO/contract, or determines that prompt and satisfactory corrective action has not occurred, the ELC has the unilateral right to suspend the PO/contract until it is satisfied that corrective action has been taken or the ELC may terminate the PO/contract. If the contract is terminated, Contractor must immediately surrender to the ELC all confidential information and copies thereof obtained under the Contract and any other information relevant to the Contract.

The Contractor understands and agrees that all reasonable fees and costs necessary for the ELC to remedy any breach of confidentiality due to the conduct of the Contractor, its employees, subcontractors, agents, or affiliates, or any individual within the control of the Contractor, shall be the responsibility of the Contractor. The Contractor shall cooperate in the defense and settlement of such claims. The obligations of this section shall survive the expiration or termination of the PO/contract.

---

*The party that executes a PO, contract or other agreement funded by federal or state grant program funds retains all responsibility for compliance with applicable laws, rules and regulations. Your entity should conduct research tasks to verify and/or supplement the listed PO/contract provisions.*

PO Terms

## Purchase Order Terms and Conditions

The Contractor understands and agrees to the confidentiality and security provisions of this PO/contract regarding the requirements to safeguard the confidentiality of the information which is the subject of the PO/contract, and which is considered a material condition of the PO/contract. In the event that requirements to safeguard the information are impaired, that unauthorized disclosure of the information occurs, or the confidentiality of the information are compromised in any way, the Contractor will be subject to penalties as follows:

**Criminal Penalties:** The Contractor and any of its employees, agents, contractors, subcontractors, affiliates or any other individual that breaches the confidentiality requirements of the PO/contract are subject to any state or federal criminal sanctions provided by law. This includes, but not limited to penalties as provided for in s. [119.10](#), F.S., the Florida Computer Related Crimes Act ([chapter 815](#)) or any other applicable state or federal laws or regulations.

**Civil Remedies:** In addition to criminal sanctions, the Contractor and its employees, agents, contractors, subcontractors, affiliates or any other individual who breaches the confidentiality requirements of this PO/contract or applicable laws are subject to any and all civil remedies available to the ELC and the State of Florida.

**Byrd Anti-Lobbying Certification** – *applies to purchases over \$100,000*

If this PO relies on federal funds, the Contractor must comply with federal laws that restrict lobbying including the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]). The Contractor shall also file the certification form required (see [ACF Certification regarding Lobbying](#)) by 49 CFR part 20, "New Restrictions on Lobbying."

Each tier (Contractor) certifies to the tier above (ELC) that it will not and has not used the PO/contract funds to pay for any federal-level lobbying activities. Prohibited activities include any person or organization paid for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with respect to this PO/contract. 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.

**Certified Minority Business Enterprises (CMBE) reporting**

The ELC is dedicated to supporting, tracking and increasing its small minority business enterprise spending as s. 287.0943, F.S. requires. The Contractor shall report spending with these subcontractors with each invoice submitted for payment to the following address, with a copy to the ELC Contract Manager.

*accounting@elc-ec.org*

**Clean Air and Federal Water Pollution Control Act** – *applies to purchases over \$150,000*

Pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended and the Federal Water Pollution Control Act. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Conduct of business – federal/state laws govern**

The laws of the State of Florida shall govern the PO. Each party shall perform its obligations herein in accordance with the terms and conditions of this PO/contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action or dispute related to the PO. Further, the Contractor hereby waives any and all privileges and rights relating to the venue it may have under any other statute, rule or case law, including, but not limited to those based on convenience. The Contractor hereby submits to the venue in the county chosen by the ELC.

If there is any conflict in the provisions set forth in applicable federal and state laws, the conflict will be resolved in the following priority (highest to lowest).

1. Federal law and regulations
2. Florida laws and rules
3. Special conditions/additional requirements
4. PO/Contract Scope of Work

**Confidentiality and safeguarding information**

Chapter 119, F.S. instructs the Contractor shall not disclose public records that are exempt or confidential/exempt from public records disclosure requirements except as authorized by federal and state laws, including but not limited to sections 1002.72, 1002.97, F.S. and 2 CFR 200.82, *Protected Personally Identifiable Information (PPII)*. The ELC provided additional specific instructions to the Contractor if applicable.

**Conflict of interest/prior approval of related party activities** – *for purchases ≥ \$25,000*

Section 1002.84(20), F.S. prohibits ELCs (or an ELC's subrecipient) from entering into contracts with employees, governing board members, or relatives of either group without prior approval from the Division of Early Learning and a valid vote of approval by two-thirds of the ELC's governing board (or the governing board of an ELC's subrecipient). Impacted employees/board members must disclose this conflict of interest in advance of the board's vote and impacted governing board members must abstain from the voting process.

**Conflict of interest/disclosure of related party activities** – *applies to purchases under \$25,000*

*The party that executes a PO, contract or other agreement funded by federal or state grant program funds retains all responsibility for compliance with applicable laws, rules and regulations. Your entity should conduct research tasks to verify and/or supplement the listed PO/contract provisions.*



## Purchase Order Terms and Conditions

Section 1002.84(20), F.S. requires ELCs (or an ELC's subrecipient) entering into contracts with employees, governing board members, or relatives of either group to disclose this activity to the Division of Early Learning after a valid vote of approval by two-thirds of the ELC's governing board (or the governing board of an ELC's subrecipient). Impacted employees/board members must disclose this conflict of interest in advance of the board's vote and impacted governing board members must abstain from the voting process.

**Contract Manager** – *applies to purchases of \$100,000 or more*

A contract manager may be required for POs/contracts that receive \$100,000 or more from the ELC. Contact information provided by the ELC if applicable as required by Section 287.057(14)(b), F.S.

**Contract Work Hours and Safety Standards Act** – *applies to purchases of \$100,000 or more*

If this PO relies on federal funds, the Contractor must comply with federal labor laws including the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). These requirements apply to agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities. The Contractor and any subcontractors shall compute wages on a 40-hour week schedule and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous or dangerous conditions or surroundings.

**Convicted/discriminatory vendors**

Neither it, nor any person or affiliate of the vendor convicted of a public entity crime as defined in Sections 287.133 and 287.134, F.S. and placed on the convicted or discriminatory vendor list at the federal or state levels can perform work for or provide services to the ELC.

**Cooperation with the ELC, DEL and DEL's Inspector General**

Pursuant to s. 20.055(5), F.S., the Contractor and any subcontractor(s) used to provide the scoped goods/services understand and will comply with their duty to cooperate in good faith with any reasonable requests from the ELC or State officials to discuss, review, inspect or audit Contractor performance and compliance under this PO or contract. Upon request, the Contractor shall grant access to all records pertaining to the Contract to the ELC, DEL, DEL's Inspector General, DEL's General Counsel, the Office of Program Policy and Government Accountability, and Florida's Chief Financial Officer. The Contractor shall provide any type of information deemed relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the PO/contract. The Contractor shall retain such records for five (5) years after the expiration date of the PO/contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer.

The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the ELC which result in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees.

**Copeland Anti-Kickback Act** – *applies to purchases of \$2,000 or more*

If this PO relies on federal funds, the Contractor must comply with federal labor laws including the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c). These requirements apply to agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities. The Contractor and any subcontractors is prohibited from inducing, by any means, any person employed in the construction, completion or repair of work, to give up any part of the compensation to which he/she is otherwise entitled. The Contractor shall report all suspected or reported violations to the ELC.

**Davis Bacon Act, as amended** – *applies to purchases of \$2,000 or more*

If this PO relies on federal funds, the Contractor must comply with federal labor laws including the Davis-Bacon Act (40 U.S.C. 276a, et. seq.), as supplemented by USDOL regulations (29 CFR Part 5).

- Under this Act, contractors must to pay wages to laborers and mechanics at a rate not less than the locally prevailing minimum wages and fringe benefits for similar work projects in the area.
- Contractors are required to pay wages not less than once a week.
- Contractors are required to post/display the applicable wage determination(s) at the site of work in a location in clear view of everyone.
- USDOL determines and sets the prevailing wage rates.
- The Contractor shall report all suspected or reporting violations to USDOL.

**Debarment and suspension**

If this PO relies on federal funds, in accordance with Federal Executive Order 12549 and 2 CFR Part 376 regarding Debarment and Suspension, the Contractor shall agree and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor also agrees it shall not knowingly enter into any lower tier contract or other covered transaction with a person who is similarly debarred or suspended from participating in the PO's scoped transaction(s).

**Drug Free Workplace** – *applies to purchases of services of more than \$100,000*

If this PO/contract relies on federal funds, pursuant to the Drug-Free Workplace Act of 1988, the Contractor attests and certifies that the Contractor will provide a drug-free workplace compliant with 41 USC 81. This requirement applies to the purchase of services performed in part or entirely in the United States. This requirement will not apply to purchases of commercial goods.

Additional online instructions to determine coverage for a specific contract or grant are available by contacting USDOL. See [USDOL drug-free workplace advisor](#)

*The party that executes a PO, contract or other agreement funded by federal or state grant program funds retains all responsibility for compliance with applicable laws, rules and regulations. Your entity should conduct research tasks to verify and/or supplement the listed PO/contract provisions.*

## Purchase Order Terms and Conditions

**Equal Employment** – *applies to all purchases of services per DEL instructions*

This contractor (and subcontractor(s)) shall abide by the requirements of implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. See USDOL\_OFCCP for more details. These federal regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

**E-Verify** – *applies to all purchases of services per DEL instructions*

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Agency of Homeland Security’s E-Verify system, <https://www.uscis.gov/e-verify>, to verify the employment eligibility of all new employees hired during the term of the PO for the services specified. The Contractor shall also include a requirement in subcontracts that the subcontractor(s) shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the PO term.

**Filing and payment of taxes**

In accordance with Section 745 of the “Consolidated Appropriations Act, 2016,” (Title VII, General Provisions – Government-Wide), none of the federal/state grant funds made available to the ELC may be used to enter into a PO/contract or any other agreement with any corporation that has any unpaid Federal tax liability. Acceptance of these PO/contract terms indicates the Contractor is aware of and currently complies with requirements for full and timely payment of any federal taxes.

**Final invoice**

The Contractor shall submit the Final invoice for payment to the ELC no more than 45 days after the PO/contract ends or is terminated. If the Contractor fails to do so, unless waived in writing by the ELC, all rights to payment are forfeited and the ELC will not honor any requests submitted after the above 45-day time period. Any payment due under the terms of this PO/contract may be withheld until all reports due from the Contractor and any necessary adjustment(s) thereto have been approved by the ELC.

**Financial consequences**

Section 215.971(1)(c), F.S. requires inclusion of financial consequences in the event of a Contractor’s failure to perform the scoped transaction(s). If the Contract fails to meet and comply with the deliverables established in this PO/contract, the ELC will prorate any payments pending and/or request a refund of payment in a proportionate amount equal to the goods/services not received.

The ELC, at its sole discretion, may offer the Contractor an extension for any listed task, timeline or deliverable during which the indicated financial consequences shall not apply. Notification of any extension shall be provided to the Contractor in writing.

Any payment made in reliance on the Contractor’s evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the ELC as an overpayment to the extent of such error.

**Florida Abuse Hotline reporting**

Any employee of the Contractor shall comply with s. 39.201, F.S., and immediately report any knowledge or suspicion that a child is abused, abandoned, or neglected by any person responsible for that child’s welfare. Contact the Florida Abuse Hotline (1-800-96ABUSE).

**Funding availability/annual appropriation**

Pursuant to Section 287.0582, F.S., the ELC’s performance and obligation to pay under this PO is contingent upon an annual appropriation by the Legislature. In the event funds become unavailable, are withdrawn or redirected by federal/state program funders, the ELC may terminate the PO upon no less than twenty-four (24) hours written notice to the Contractor. In the event the PO is terminated for lack of funding, the ELC shall pay the Contractor for documented and verifiable costs reasonably incurred to the extent such funds are appropriated and available for the PO’s scoped transaction(s). The ELC shall be the final authority as to the availability of appropriated funds.

**Independent Contractor**

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the ELC. The ELC is not bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under this PO/contract.

**Information and data security requirements**

The Contractor must comply with the ELC’s Information Technology (IT) Security policies (**provided separately**), the Division of Early Learning’s Information Technology Security Manual (**provided separately**), [Rule Chapter 74-2, F.A.C., Florida Cybersecurity Standards](#), and employ adequate security measures to protect the ELC’s information, applications, data, resources, and services.

The ELC’s IT Security policies are hereby adopted and incorporated by reference as if fully set out herein.

**Information resource acquisition**

The Contractor shall obtain prior written approval from the ELC Contract Manager (or other listed contact person) for the purchase of any Information Technology Resource (ITR) using funds from this contract. The Contractor agrees to secure said prior approval by means of an Information Resource Acquisition (IRA) form, available from the ELC.

*The party that executes a PO, contract or other agreement funded by federal or state grant program funds retains all responsibility for compliance with applicable laws, rules and regulations. Your entity should conduct research tasks to verify and/or supplement the listed PO/contract provisions.*

## Purchase Order Terms and Conditions

### **Insurance – ELC provided proof of coverage**

All insurance policies shall be with insurers qualified and doing business in Florida. The ELC shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance accompanying the PO/contract documents. The DEL shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor.

### **Insurance – errors and omissions policy**

The Contractor shall obtain and keep in force during the life of the PO/contract, Errors and Omissions Insurance. Such insurance shall indemnify and pay on behalf of the Contractor for direct loss incurred due to human error, computer error, machine error, or equipment problems, whether caused by negligence, error, omission or mistake by the Contractor, subcontractor, any employee, officers or agents thereof. Errors and Omission Insurance coverage shall not limit any liabilities or any other obligations that the Contractor has under the PO/contract.

### **Insurance – liability policy**

The Contractor shall maintain adequate liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the Contract and any renewal(s) and extension(s) of it. By execution of the PO/contract, unless it is a State agency or subdivision as defined by subsection 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and ELC clients served under the contract. A self-insurance program established and operating under the laws of the State may provide such coverage.

### **Insurance – reemployment assistance (aka unemployment compensation)**

The Contractor, during the life of the PO/contract, must comply with the reporting and contribution payments required under [Chapter 443](#), Florida Statutes, for all employees connected with the work of the PO/contract.

### **Insurance – workers' compensation**

During the PO/contract term, the Contractor, at its sole expense shall provide workers' compensation insurance in accordance with [Chapter 440](#), Florida Statutes, with such terms and limits as may be reasonably associated with the PO/contract with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. The policy shall cover all employees engaged in any PO/contract work. Employers who have employees engaged in work in Florida must use Florida rates, rules and classifications for those employees.

### **Mandatory reporting of fraud/criminal activity**

The Contractor shall report to the ELC's Contract Manager (or other listed contact person) within twenty-four (24) chronological hours all suspected or known instances of Contractor's operational fraud or criminal activities relating to the PO/contract.

In accordance with 45 CFR 75.113 (also 2 CFR 200.313), *Mandatory disclosures*, the Contractor and its approved subcontractors must disclose in a timely manner and in writing to the ELC all violations involving fraud, bribery or gratuity violations potentially affecting this PO/Contract and/or the related federal/grant program(s). The ELC is required to review and consider any publicly available information about the Contractor in the Federal Awardee Performance and Integrity Information System (FAPIIS) <https://fapiis.gov>.

### **No contact services performed outside the USA**

The Contractor and its subcontractors and agents are prohibited from (i) performing any of the PO/Contract services outside the United States, or (ii) sending, transmitting or accessing any School Readiness Program or Voluntary Prekindergarten Education Program or other program-related data pursuant to this PO/contract outside of the United States unless approved by the ELC in writing. The Parties agree that a violation of this provision will:

- Entitle the ELC to immediately terminate the PO/contract for cause upon email notice to the Contractor's Contract Manager.
- Result in immediate and irreparable harm to the ELC, entitling the ELC to immediate injunctive relief.
- Entitle the ELC to recover damages for the breach. These damages will include all reasonable costs incurred by the ELC for investigations, forensic investigations, data recoveries, notifications and remediation.

### **No lobbying**

In accordance with sections 11.062 and 216.347, F.S., no funds from the PO/contract may be used for lobbying the state Legislature, the judicial branch or any state Agency. Acceptance of these PO/contract terms indicates the Contractor is aware of and currently complies with the described lobbying activity restrictions. The Contractor shall require all subcontracts include this certification language, which is a material representation of fact upon which the parties placed reliance when they made or entered into this transaction.

### **Notification of legal action**

The Contractor shall notify the ELC of legal actions taken against it or potential actions, such as lawsuits, related to goods/services provided through this PO/contract or that may affect the Contractor's ability to deliver the contractual goods/services, or adversely impact the ELC. The ELC's Contract Manager (or other listed contact person) will be notified in writing within twenty-four (24) continuous hours of Contractor becoming aware of such actions or from the day of the legal filing, whichever comes first.

### **Payment audit (records of costs will be available upon request)**

Records of costs incurred under terms of the PO shall be maintained and made available to the ELC upon request at all times during the period of the PO, and for a period of five years thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the ELC for audit.

*The party that executes a PO, contract or other agreement funded by federal or state grant program funds retains all responsibility for compliance with applicable laws, rules and regulations. Your entity should conduct research tasks to verify and/or supplement the listed PO/contract provisions.*

## Purchase Order Terms and Conditions

### **Payment and fees**

The ELC shall not be obligated to pay for costs incurred related to the PO/contract prior to its effective date or after the ending date specified.

### **Payment made after written “agency” acceptance**

The Contractor will be paid upon submission of properly certified invoice(s) to the ELC after delivery and acceptance of commodities or contractual services is confirmed in writing by the ELC. Invoices shall contain sufficient detail for audit thereof and shall contain the PO and the Contractor’s Federal Employer Identification Number or Social Security Number.

### **Payment timeframe - timely payments**

Section 215.422, F.S., provides that entities have five (5) working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor’s expense. Interest penalties for late payment are also provided for in section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems obtaining timely payments from an entity may be contacted at 850-413-5516, or vendors may call the State Comptroller’s Hotline at 1-800-848-3792.

### **Procurement of recovered materials – applies to all purchases**

In accordance with federal regulations (2 CFR 200.317 / 200.322) and state law (see s. 403.7065, F.S.), the Contractor is required (to the maximum extent possible) to procure products or materials with recycled content when the FL Department of Management Services determines such products/materials are available. “Recycled content” means materials that have been recycled that are contained in the products or materials purchased, including but not limited to, paper, aluminum steel, plastic, glass and composted material.

### **Prohibition of peripheral devices for confidential data storage**

The Contractor, its employees, subcontractors, agents, or any other individuals to whom the Contractor exposes confidential information obtained under the PO/contract, shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information without encryption software installed. Any peripheral devices used must meet the standards prescribed in the National Institute of Standards and Technology Special Publication 800-111 <http://csrc.nist.gov/publications/nistpubs/800-111/SP800-111.pdf>. Failure to strictly comply with this provision shall constitute a breach of the PO/contract.

### **Public announcements, press releases, sponsorships**

The ELC does not endorse any Contractor, commodity or service. The Contractor shall not provide any information to any media representative or any other external party regarding the PO/contract or any services delivered under the PO/contract without prior written approval from the ELC’s CEO. The Contractor shall also notify the ELC’s CEO at 850-833-3627 verbally within one (1) hour and in writing, with a copy to the ELC’s Contract Manager (or other listed contact person), within one (1) business day of any inquiries received from any media outlet or representative. The Contractor shall not use the ELC’s logo(s) without the written approval of the ELC.

A sponsorship statement is required 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. This requirement applies to all States receiving Federal funds, including but not limited to State and local governments and contractors. The required sponsorship statement 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.” P. L. 103-333, the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995, § 508 – “Public Announcements and Press Releases”.

In addition, [s. 286.25, F.S.](#) requires an additional statement if the Contractor is a nongovernmental organization, which sponsors a program financed wholly or in part by state funds, including any funds obtained through this PO/contract. In publicizing, advertising, or describing the sponsorship of the program, the Contractor shall state: “Sponsored by (Contractor’s name), the Early Learning Coalition, and the State of Florida, Division of Early Learning.” If the sponsorship reference is in written material, the words “the Early Learning Coalition and State of Florida, Division of Early Learning” shall appear in the same size letters or type as the name of the Contractor/organization.

The Contractor is prohibited from using PO/contract information, sales values or sales volumes, or the ELC’s stakeholders or customers, in sales brochures or other promotions, including press releases, unless prior written approval is obtained from the ELC.

### **Public records**

If the vendor meets the definition of “Contractor” in Section 119.0701(1)(a), F.S., the Contractor shall comply with state public records requirements. All Contractor records for the scoped transaction(s) are available for public inspection unless expressly exempt from Sec 24(a) of the State Constitution and s. 119.07(1), F.S. The Contractor shall keep and maintain records ordinarily and necessarily required by the ELC to perform the scoped transaction(s) of this PO/ contract. Records subject to these rules include files that support all receipts and expenditure of contract funds. These files may include, but are not limited to, procurement responses/applications, contracts, agreements, financial reports, and supporting documentation for scoped services. Project/contract completion has not occurred until all reporting requirements are satisfied and final payments have been received/released.

The length of retention for these records in Florida is five years after the completion of the project, provided applicable audits have been released/closed. In no case will such records be disposed of before the five fiscal years minimum. Any of the records will be made available to the Office or its designees upon its request.

*The party that executes a PO, contract or other agreement funded by federal or state grant program funds retains all responsibility for compliance with applicable laws, rules and regulations. Your entity should conduct research tasks to verify and/or supplement the listed PO/contract provisions.*

## Purchase Order Terms and Conditions

The PO/contract may be unilaterally canceled by the ELC for refusal by the Contractor to allow public access to records related to this PO/contract and/or for failure to keep and maintain records as described herein.

### **Public access/public records requests**

If a public records request is received, the Contractor must provide notice to the ELC within one (1) business day pursuant to Chapter 119, F.S. The Contractor shall email to the address shown a copy of all documents provided to the public records requestor by the end of the day such records are sent to the requestor.

### **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PO/CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

ELC of The Emerald Coast  
Public Records Request  
Street address  
City, FL zip code  
850-833-3627  
accounting@elc-ec.org

### **Purchase of American-Made Equipment and Products**

The Contractor shall to the greatest extent practicable purchase all American made equipment and products with funds made available by this PO/contract. (P.L. 103-333, the USDOL, USDHHS, USDOE and Related Agencies Appropriations Act of 1995, section 507).

### **Records Retention**

The Contractor shall keep and maintain records ordinarily and necessarily required by the ELC to perform the scoped transaction(s) of this PO/contract. Records subject to these rules include files that support all receipts and expenditure of contract funds. These files may include, but are not limited to, procurement responses/applications, contracts, agreements, financial reports, and supporting documentation for scoped services. Project/contract completion has not occurred until all reporting requirements are satisfied and final payments have been received/released.

The length of retention for these records in Florida is five years after the completion of the project, provided applicable audits have been released/closed. In no case will such records be disposed of before the five fiscal years minimum. Any of the records will be made available to the Office or its designees upon its request.

The PO/contract may be unilaterally canceled by the ELC for failure or refusal by the Contractor to keep and maintain records as described herein.

### **Renegotiation due to Changes in Federal or State law, rules or regulations**

The Parties agree to negotiate changes to the PO/contract if Federal or State revisions of any applicable laws or regulations make changes in the PO/contract necessary.

### **Return of Funds**

The Contractor shall return to the ELC any overpayments disbursed to the Contractor by the ELC due to unearned funds or funds disallowed pursuant to the terms of the PO/contract. In the event the Contractor or its independent auditor discovers an overpayment was received, the Contractor shall repay said overpayment within forty (40) calendar days without prior notification from the ELC. In the event the ELC first discovers an overpayment was made, the ELC will notify the Contractor in writing of such occurrence. Should repayment not be made in a timely manner by the Contractor, the ELC shall be entitled to charge a lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the ELC's Contract Manager (or other listed contact person), and made payable to the ELC.

### **Return or destruction of confidential data**

Upon termination of the PO/contract for any reason, Contractor agrees to either return to the ELC or, if return is not feasible, to destroy all confidential information in whatever form or medium the Contractor received from or created on behalf of the ELC to include without limitation all backup tapes. This provision shall also apply to all confidential information in the possession of subcontractors or agents of the Contractor. In such case, Contractor shall retain no copies of such information, including any compilations derived from and allowing identification of confidential information. Contractor shall complete such return or destruction as promptly as possible, but not more than forty-five (45) calendar days after the effective date of the conclusion of the PO/contract. Within the forty-five (45) days, Contractor shall certify on oath in writing to the ELC that such return or destruction has been completed. If Contractor believes that ultimate destruction of the information is feasible but that to do so is not feasible or recommended to occur within the required forty-five (45) days, Contractor must contact the ELC's Contract Manager (or other listed contact person) and provide the basis for the delay. If the ELC's Contract Manager determines that it is in the best interest of the ELC to extend the time for return or destruction of the confidential data, the Contract Manager shall in writing notify the Contractor of the length of the extension and shall include the written notification in the ELC's official PO/contract file.

If Contractor believes that the return or destruction of confidential information is not feasible, Contractor shall provide in writing within forty-five (45) days, the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is not feasible, Contractor shall continue the protections provided for in this PO/contract as long as Contractor maintains the confidential information.

### **Rights to Inventions**

*The party that executes a PO, contract or other agreement funded by federal or state grant program funds retains all responsibility for compliance with applicable laws, rules and regulations. Your entity should conduct research tasks to verify and/or supplement the listed PO/contract provisions.*

## Purchase Order Terms and Conditions

Pursuant to 2 CFR Part 200 Appendix II, item (F) and s. 286.021, F.S., if a discovery or invention arises or is developed in connection with the use of federal/state funds, the ELC will refer it to DEL and the Department of State to determine whether patent protection will be sought in the name of the state of Florida. Any and all patent rights accruing in connection with the performance of the PO/contract are hereby reserved to the state of Florida. The Contractor shall refer any such discovery to the ELC. In addition, the Contractor is subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements." See [Rights to Inventions](#) for complete details.

**Smoking prohibitions (Pro Children Act of 2001)**

The Contractor certifies compliance with Title XX of Public Law 103-227, the Pro-Kids Act of 1994 (as amended by the Pro Children Act of 2001, 42 U.S.C. 7181 through 7184). Smoking is prohibited in any portion of facilities where federally funded children's services are provided or administered. Failure to comply with provision of this law may result in civil monetary penalty of up to \$1,000 per day.

**Subpoenas**

The Contractor shall notify the ELC if any data related to the PO/contract is subpoenaed or used, copied or removed from the Contractor's possession by any individual not authorized by the ELC to use, copy or remove such data. The Contractor shall provide notice to the ELC verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours. The Contractor shall cooperate with the ELC in taking all steps as the ELC deems advisable to prevent misuse, regain possession of, and/or otherwise protect the ELC's and the State's rights and the data subject's privacy.

**Termination for Cause (breach of terms)** – *applies for purchases over \$10,000*

Pursuant to 2 CFR Part 200 Appendix II, item (B), in the event of termination of the Contract by the ELC for cause or breach of listed terms and conditions, the Contractor shall be liable for the ELC's expenses for additional managerial and administrative services required to complete or obtain the services or items from another contractor.

**Termination for Convenience** – *applies for purchases over \$10,000*

Pursuant to 2 CFR Part 200 Appendix II, item (B), the ELC, by written notice to the Contractor, may terminate the contract in whole or in part when the ELC determines in its sole discretion that it is in the state's best interest to do so. The Contractor shall not furnish any services after it receives notice of the termination, except as necessary to complete the continued portion, if any, of the PO/contract. The Contractor shall not be entitled to recover any cancellation charges or lost profit.

After receipt of a notice of termination, and except as otherwise specified by the ELC, the Contractor shall:

- Stop work under the PO/contract on the date of and to the extent specified in the notice.
- Complete performance of the work not terminated by the ELC.
- Take such action as may be necessary, or as the ELC may specify, to protect and preserve any property related to the PO/contract which is in the possession of the Contractor and in which the ELC has or may acquire an interest.
- Transfer, assign, and make available to the ELC all property and materials belonging to the ELC, upon the effective date of termination of the PO/contract. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment.
- Meet all the public records law requirements specified under the Public Records sections of these terms and conditions.

**Travel**

Travel expenses are reimbursed only if expressly authorized by the terms of the PO/contract. If authorized, submit bills for any travel expenses to the ELC in accordance with [s. 112.061](#), F.S. Only travel performed in connection with approved PO/contract activities are eligible for reimbursement. The ELC requires travel reimbursements be submitted within thirty (30) calendar days of the travel event.

**Unauthorized alien(s)**

The Contractor agrees that unauthorized aliens shall not be employed. The ELC shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1342a). Such violation shall be cause for unilateral cancellation of the PO/contract by the ELC.

**Waiver**

The delay or failure by the ELC to exercise or enforce any of its rights under the PO shall not constitute waiver of such rights.

**Whistleblower's Act**

In accordance with [s. 112.3187](#), F.S., the Contractor and its subcontractors shall not retaliate against an employee for reporting violations of law, rule or regulation that creates and presents a substantial and specific danger to the public's health, safety, or welfare. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of any agency, public officer or employee. The Contractor and any subcontractor(s) shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, the Division of Early Learning's Inspector General, the Florida Commission on Human Relations or the Whistleblower's Hotline number at 1-800-543-5353.

---

*The party that executes a PO, contract or other agreement funded by federal or state grant program funds retains all responsibility for compliance with applicable laws, rules and regulations. Your entity should conduct research tasks to verify and/or supplement the listed PO/contract provisions.*



## 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)