

**EARLY LEARNING COALITION OF NORTHWEST FLORIDA**

**REQUEST FOR PROPOSALS # ELCNWF 2024-02**

**Educational Technology, Supplies and Materials**

**RELEASED:**

**March 20, 2024**

**SUBMISSION DUE DATE:**

**April 22, 2024 @ 1:00 PM (CST)**



## **SECTION 1: GENERAL INFORMATION**

### **1.1 Background**

The Early Learning Coalition of Northwest Florida, Inc. was organized as a not-for-profit Florida corporation under the laws of the State of Florida on September 26, 2005. The Coalition has been granted an exemption from income taxes under Internal Revenue Code, Section 501(c) (3) as a not-for-profit corporation.

The Coalition is primarily funded by support from federal and state agencies contracted through the Florida Division of Early Learning (hereinafter “DEL”). The Coalition provides a coordinated delivery system of school readiness programs that is designed to fully prepare children to learn upon entering the local kindergarten school systems in its seven-county service area (Bay, Calhoun, Franklin, Gulf, Holmes, Jackson and Washington counties). In addition, part of the Coalition’s mission is to increase the availability, affordability and quality of child care services to children. The children who qualify for these programs are at-risk and/or from low-income families.

The Coalition operates three major programs:

1. Direct Child Care – payments to approved providers for child care.
2. Non-Direct Child Care – directly incurred costs for support of child care services such as eligibility determination, training for providers, and resource and referral services.
3. Quality Initiatives – payments for directly incurred costs designed to enhance experiences for children, staff, or other early childhood professionals.

In addition, the Early Learning Coalition provides training and resources to advance the skills of early care and education providers and staff, enhancing their ability to inspire learning and prepare children for future academic success.

### **1.2 Statement of Purpose**

The purpose of this Request for Proposals (hereinafter referred to as “RFP”) by the Early Learning Coalition is to procure a contract or contracts with an early learning company to provide

educational technology, materials, resources, and supplies for children, families, and providers in a format identified by the Coalition. Through the RFP, the Early Learning Coalition will select one or more Proposers to provide the services described herein.

It is the Proposer's responsibility to examine this RFP, to understand the Early Learning Coalition's requirements and to submit its proposal ("Proposal") in a timely, complete, and procedurally correct manner. The services described in this RFP will be procured in accordance with s. 287.057, F.S. Contract(s) resulting from this solicitation, if any, are anticipated to commence **May 1, 2024** and end on **June 30, 2024**, and will be awarded through written notice to qualified and responsive Proposer(s) who(se) proposal is determined to be most advantageous to the Early Learning Coalition, taking into consideration price, quality and other criteria. The initial term of the Contract may be renewed for a period not to exceed the greater of one (1) year or the term of the original contract, subject to Proposer's successful performance under the Contract and the availability of funding. A copy of the proposed Contract is attached as **Exhibit 13** which may be subject to change.

## **SECTION 2: RFP PROPOSAL PROCESS**

### **2.1 Point of Contact**

The contact person listed below is the single point of contact for this RFP. The contact person for this RFP is:

Chelsea Ranew  
Special Projects Director  
Early Learning Coalition of Northwest Florida, Inc.  
4636 HWY 90  
Suite M  
Marianna, FL 32446  
Email: [chelsea.ranew@elcnwf.org](mailto:chelsea.ranew@elcnwf.org)

### **2.2 Proposer Disqualification**

In accordance with s. 287.133, F.S., any individual, entity, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal for a period of 36 months following the date of being placed on the convicted vendor list, whether as a Proposer, a member of a Proposer, or a subcontract of a Proposer.

In accordance with s. 287.134, F.S., any individual, entity, or affiliate who has been placed on the discriminatory vendor list may not submit a proposal for a period of thirty-six (36) months

following the date of being placed on the discriminatory vendor list, whether as a Proposer, a member of a Proposer, or a subcontractor of a Proposer.

The failure to have performed any contractual obligations with the Early Learning Coalition in a manner satisfactory to the Early Learning Coalition shall also constitute sufficient cause for disqualification. To be disqualified as a Proposer under this provision, the Proposer must have:

- A. Previously failed to satisfactorily perform in a contract with the Early Learning Coalition, been notified by the Early Learning Coalition of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Early Learning Coalition; or
- B. Had a contract terminated for cause by the Early Learning Coalition, by any other State agency, or by any Children’s Services Council.

### **2.3 Cone of Silence**

All parties to this solicitation shall be bound by a “Cone of Silence” surrounding solicitations and prohibitions against ex-parte communication. During the Cone of Silence, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and state holidays, any of the following: (a) Coalition board members; (b) any Early Learning Coalition staff; (c) any proposal evaluation committee members; and/or (d) any member of the executive or legislative branch regarding any aspect of this solicitation.

Respondents directly contacting board members, staff, or proposal evaluation committee members risk disqualification of their response from consideration. Written communications are allowable at any time, but only if addressed to the designated contact person.

### **2.4 Inquiries**

All questions regarding this RFP must be forwarded in writing by email to [chelsea.ranew@elcnwf.org](mailto:chelsea.ranew@elcnwf.org) on or before **April 8, 2024 at 12:00 p.m. (CST)** to ensure that sufficient analysis can be made before answers are supplied. Written responses to questions will be posted on the Early Learning Coalition’s website [www.elcnwf.org](http://www.elcnwf.org) by **April 9, 2024 at 5:00 p.m. (CST)**.

## **2.5 Rejection of Proposals and Waiver of Minor Irregularities**

The Early Learning Coalition reserves the right to reject any or all Proposals received pursuant to the RFP at any time if such action is in the best interest of the Early Learning Coalition as determined in its sole and absolute discretion. The Early Learning Coalition shall have the right, but not the obligation, to waive any minor irregularities in submitted Proposals if doing so would serve the best interests of the Early Learning Coalition, as determined in its sole and absolute discretion. For purposes of this Section 2.5, a minor irregularity shall mean a variation from the RFP terms and conditions that does not affect the price of the Proposal, does not give the Proposer an advantage or benefit not enjoyed by other Proposer(s), and/or does not adversely impact the interest of the Early Learning Coalition.

## **2.6 Notice of Contract Award**

The Contract shall be awarded to the Proposer whose Proposal is determined to be most advantageous to the Early Learning Coalition, taking into consideration price and technical merits.

## **2.7 Protests and Disputes**

Any unsuccessful Proposer who is adversely affected by the Early Learning Coalition's decision concerning a procurement solicitation or contract award under this RFP may protest such decision by filing a protest in compliance with s. 120.57(3), F.S. A Proposer may file a notice of protest in writing within seventy-two (72) hours after the posting of the notice of decision (or intended decision), and may file a formal written protest within ten (10) days after the date the notice of protest is filed as required by s. 120.57(3), F.S. Failure to file a timely notice of protest shall constitute a waiver of the Proposer's rights to any proceedings under Ch. 120, F.S.

Any Proposer desiring to file a formal written protest to this RFP must accompany such protest with a bond payable to the Early Learning Coalition in an amount equal to one percent (1%) of the estimated Contract amount in accordance with s. 287.042(2)(c), F.S. The bond shall be conditioned upon the payment of all costs which may be adjudged against the Proposer in any administrative hearing in which the action is brought and in any subsequent appellate court proceedings. In lieu of a bond, the Early Learning Coalition may accept a cashier's check, official bank check, or a money order in the amount of the bond. Failure to file the proper bond at the time of filing the formal written protest will result in a denial of the protest.

The notice of protest must be submitted to the Early Learning Coalition's Executive Director at 4636 HWY 90, Suite M, Marianna, Florida 32446 in writing within seventy-two (72) hours of the Notification of Intent to Award. The formal written protest must be submitted within ten (10) days after the date the notice of protest is filed and must fully identify the facts resulting in the contested issues. The protest procedure shall be governed by s. 120.57(3), F.S.

## 2.8 Appeals

1. Unsuccessful Proposers affected by the denial, determination of eligibility, or ineligibility for contract award by the Early Learning Coalition with respect to any federal or state funded program or activity may appeal if the action or decision of the Early Learning Coalition is alleged by the Proposer to be:

- (1) In violation of applicable federal or state law;
- (2) Based upon an error of material and relevant facts; or
- (3) Invalid because of an alleged denial of procedural due process.

B. Unsuccessful Proposers affected by the denial, determination of eligibility, or ineligibility for contract award by the Early Learning Coalition with respect to any federal or state funded program or activity may not appeal if:

- (1) The Proposer agrees that the procurement process was fair;
- (2) The Proposer's score was acceptable for funding but budget limitations, due to program allocations or the availability of funds, prevented the proposal from being funded;
- (3) No error of material and relevant fact occurred, but the Proposer does not agree that the proposed services failed to satisfy the technical requirements of the competitive procurement process; and/or
- (4) The Proposer was awarded funding, but the Proposer does not agree with the amount awarded.

## 2.9 Evaluation Process

The Early Learning Coalition shall conduct a comprehensive review of the responses to the solicitation by convening a proposal evaluation committee. The composition of the evaluation committee will depend on the total potential dollar value of the award and whether it is programmatic or administrative as determined by the Early Learning Coalition's Grant Committee.

Responses will be evaluated using the RFP Evaluation Forms, which contains two sections, Initial Screening (**Exhibit 2**), and Quantitative Evaluation Criteria (**Exhibit 3**). The initial screening consists of a series of pass or fail questions that ensure respondents meet certain compliance items. Responses that are incomplete or do not satisfactorily address each and every requirement may be disqualified. The second portion, Quantitative Evaluation Criteria is based on the Minimum Programmatic Requirements set forth in Section 3 below and assigns a

maximum point value to a series of questions that ensure the respondents have satisfactorily addressed each and all requirements. Responses submitted by Proposer must be concise and comply with the RFP page limit requirements of 10 pages. Proposer will be judged based on overall percentage achieved.

The evaluation process is designed to assess the Proposer's ability to meet the Early Learning Coalition requirements and to identify the Proposer likely to satisfy those requirements. The evaluation process will be conducted in a thorough and impartial manner at a proposal evaluation committee meeting held according to Ch. 286, F.S. Proposers are advised to periodically check the Early Learning Coalition website calendar [www.elcnwf.org](http://www.elcnwf.org) for the scheduled date, time, and location of this session, should changes occur. Proposers should also reference **Appendix "A"**, which contains a list of the currently scheduled events in connection with this RFP.

Subsequent to the end of the evaluation process, the proposal evaluation committee will rate Proposers, who in their judgment, best meet the needs and requirements of the Early Learning Coalition. While price is an important factor in selecting Proposer(s) for an award, other factors in the competitive process will be considered and may take precedence over price. Those factors may include, but are not limited to, the following: quality of service offered, operating characteristics, technical innovations, administrative capability, previous experience in providing the same or similar services, and the ability to achieve the deliverables as specified in Section 3.4.

The Early Learning Coalition's Board of Directors, in their sole discretion, may elect not to award a Contract to any Proposer under this RFP. Proposer(s) may be selected for further evaluation in the context of an oral presentation, in-person interview, conference calls, or a combination of the foregoing. References may be checked and background checks may be performed to verify information submitted in the Proposals.

### **SECTION 3: MINIMUM PROGRAMMATIC REQUIREMENTS**

#### **3.1 General Statement of Services to be Provided**

##### **Purpose**

The Coalition intends to provide educational materials and technology to children, families, and child care providers. Due to the varying nature of product, the Coalition intends to work with one or several vendors to choose materials and training for varying audiences and age ranges to be distributed to children, families and child care providers for early learning enhancement.

### **3.2 Specifications**

Each proposer will submit packages and the prices in at least one or more of the following categories that at minimum contain the listed items but not limited to those items:

- A. Infant/Toddler Backpacks**
- B. Transition to Kindergarten Backpack Kits**
- C. Preschool Readiness Backpack Kits**
- D. Family Engagement Kits**
- E. Social/Emotional Development Kits**
- F. Infant/Toddler Manipulatives**
- G. Preschool Manipulative**
- H. Books for Infant/Toddlers**
- I. Preschool Language & Literacy**
- J. Web-based learning systems**
- K. Early learning technology**
- L. Other supplemental learning materials as identified by the Coalition**

**Within a maximum of 10 pages each proposer will respond and describe a plan to meet the following:**

- Ability to deliver items before July 31, 2024
- Previous experience providing quality learning materials for nonprofit organizations; including any issues and resolutions on final outcomes.
- Warehouse specifications and capacity.
- Evidence to support durability, longevity and quality of products and materials listed in the proposal. Submitted evidence must include details specifying



longevity (in years) of products by citing previous experience, data from the manufacturer or a combination of both.

- Access to full vendor catalog is required. Prices must include all shipping and handling.
- a. Provide and identify the account contact for the duration of the contract term
- b. **Shipping Charges:** NO Shipping charges. Prices should reflect delivery fee, if any.
- c. **Discounts:** The best possible discount on materials should be submitted to Early Learning Coalition because of the potential in the volume of materials that will be purchased.
- d. **Backorder items:** Early Learning Coalition will accept back orders within reason as long as a projected availability date is supplied and guaranteed.
- e. **Purchase Orders:** Orders will be approved by the Early Learning Coalition staff; using a PO.

#### **SECTION 4: INVOICING AND PAYMENT OF INVOICES**

1. The Coalition intends to allow the selected Proposer to utilize their own invoice/form. All invoices and/or forms to be used during the Contract period must be approved by the Coalition.
2. Invoice approval for payment will occur only after the Contract deliverables have been received, verified, and accepted by the Coalition.
3. Scheduled payments will be based on Contract terms.
4. Invoices must include detailed supporting documentation of all amounts that are to be paid.

Timing of payment of invoices by the Early Learning Coalition to the Contractor and similar issues regarding payment is governed by s. 215.422, F.S.

#### **SECTION 5: CONTRACT PROVISIONS**

A draft of the Early Learning Coalition's Core Contract, **Exhibit 13**, contains additional terms and conditions that will be required of the Contractor.

## SECTION 6: INSTRUCTIONS TO PROPOSERS

### 6.1 Response Content

A completed Proposal **must** include the following items:

- (1) Application (**Appendix "B"**)
- (2) Title Page containing the following:
  - a. Early Learning Coalition of Northwest Florida, Inc.
  - b. Titled: **RFP for Educational Technology, Supplies and Materials**
  - c. Request for Proposal Number: **RFP#ELCNWF 2024-02**
  - d. Proposer's Name

#### (3) Proposal Responses

Response should include:

- a. Description of Proposer's expertise in quality early learning materials
  - b. Description of Proposer's relevant work history in North Florida with non-profit organizations.
  - c. Description of Proposer's plan on how it will render the services requested described in Section 3.2
  - d. Description of the Proposer's tools already in place that will be used to provide the services requested.
  - e. A current certificate of good standing issued by the Florida Department of State and Articles of Incorporation along with any other organizational documents sufficient for the purpose of the procurement.
  - f. A certificate of general liability insurance coverage listing the Early Learning Coalition as an additional named insured.
- (4) Proposed Budget and budget narrative for each year of the Contract term.
  - (5) Request for Acceptance of Contract Terms and Conditions Form (**Exhibit 1**)
  - (6) Initial Screening of Fatal Flaws (**Exhibit 2**). **For Coalition use only.**
  - (7) Quantitative Evaluation Criteria (**Exhibit 3**). **For Coalition use only.**
  - (8) Request for Proposal Acknowledgement Form (**Exhibit 4**)

- (9) Request for Non-Collusive Affidavit (**Exhibit 5**)
- (10) Request for Statement of Non-Involvement Form (**Exhibit 6**)
- (11) Request for Certification Regarding Debarment, Suspension and Other Responsibility Matters Primary Covered Transaction Form (**Exhibit 7**)
- (12) Sworn Statement Pursuant to s 287.133(3)(a), F.S., on Public Entity Crimes Form (**Exhibit 8**)
- (13) Request for Non-Discrimination Statement Form (**Exhibit 9**)
- (14) Request for Certification Regarding Lobbying Form (**Exhibit 10**)
- (15) Request for Certification Regarding Drug-Free Workplace Form (**Exhibit 11**)
- (16) Request for Financial and Compliance Audit Requirements (**Exhibit 12**)
- (17) Articles of Incorporation/Organization
- (18) Good Standing Certificate issued by the Florida Department of State

## **6.2 Format**

Respondent(s) shall submit to the Early Learning Coalition electronically by PDF to [chelsea.ranew@elcnwf.org](mailto:chelsea.ranew@elcnwf.org) with subject line “**Application for Educational Technology, Supplies and Materials**”.

## **6.3 Submission**

Proposals must be received by the Early Coalition of Northwest Florida, Inc., via email at [chelsea.ranew@elcnwf.org](mailto:chelsea.ranew@elcnwf.org) on or before **April 22, 2024 by 1:00 p.m. CST (Coalition’s Clock Time)**.. No Proposals will be accepted after the submission deadline.

#### **6.4 Trade Secrets**

The Early Learning Coalition will attempt to afford protection from disclosure of any trade secret as defined in s. 812.081, F.S., where identified as such in the response to this RFP, to the extent permitted under s. 815.04, F.S. Any prospective vendor or Proposer acknowledges, however, that the protection afforded by s. 815.04, F.S., is incomplete and it is hereby agreed by the Proposer and the Early Learning Coalition that no right or remedy for damages arises from any disclosure.

#### **6.5 Cost of Preparation of Proposal**

The Early Learning Coalition shall not be liable for any costs incurred by a Proposer in responding to this RFP.

#### **6.6 Other Required Information**

All Proposers must comply with section 274A of the Immigration and Naturalization Act. Such violation shall cause for rejection of the Proposal, or if subsequently discovered, for unilateral cancellation of the Contract.

**APPENDIX "A"**  
**RFP # ELCNWF 2024-02**  
**Educational Technology, Supplies and Materials**

APPLICATION TIMETABLE / IMPORTANT DATES \*

ACTIVITY	DATE	TIME	ADDRESS
Release of RFP for Educational Technology, Supplies and Materials RFP# ELCNWF 2024-02	March 20, 2024	N/A	Notice of RFP posted on the ELC website.
All written inquiries to be received	April 8, 2024	12:00 PM (CST)	<a href="mailto:Chelsea.ranew@elcnwf.org">Chelsea.ranew@elcnwf.org</a>
Early Learning Coalition's response to inquiries	April 9, 2024	5:00 PM (CST)	Responses to Inquiries posted on ELC website.
<b>Applications must be received</b>	<b>April 22, 2024</b>	<b>1:00 PM (CST)</b>	<a href="mailto:chelsea.ranew@elcnwf.org">chelsea.ranew@elcnwf.org</a>
Initial opening of Applications	April 22, 2024	1:01 pm (CST)	Early Learning Coalition of Northwest Florida 4636 HWY 90 Suite M Marianna, FL 32446
First Meeting of the Evaluation Committee	April 23, 2024	TBD	Early Learning Coalition of Northwest Florida 4636 HWY 90 Suite M Marianna, FL 32446
Proposal Review period for Evaluation Committee	April 23-26, 2024	N/A	Early Learning Coalition of Northwest Florida 4636 HWY 90 Suite M Marianna, FL 32446

Meeting with Evaluation Committee to compile, review and finalize results	April 26, 2024	TBD	Early Learning Coalition of Northwest Florida 4636 HWY 90 Suite M Marianna, FL 32446
Early Learning Coalition's Board Committee review and approval of Evaluation Committee recommendations	April 29, 2024	8:00am (CST)	Early Learning Coalition of Northwest Florida 4636 HWY 90 Suite M Marianna, FL 32446
Posting of Notice of Award	TBD	TBD	Contract Award posted on ELC website.
Initiation of Contract Negotiations	TBD	N/A	TBD
Effective Date of Contract	May 1, 2024	N/A	N/A

*\* All dates and events are subject to change at the discretion of the Early Learning Coalition.*

**APPENDIX "B"**

**APPLICATION**

**Early Learning Coalition Northwest Florida Application Form**

**RFP # ELCNWF 2024-02**

**Agency Name:** \_\_\_\_\_

**Agency Unit (if applicable):** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Mailing Address (if different):** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Agency Telephone:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Agency Email Address:** \_\_\_\_\_ **Website Address:** \_\_\_\_\_

**Type of Applicant:** \_\_\_\_\_ **Private, Not-for-Profit Corporation** \_\_\_\_\_ **Private, For-Profit Corporation**

\_\_\_\_\_ **Public, Govt.** \_\_\_\_\_ **Other (specify):** \_\_\_\_\_

**Federal I.D. #:** \_\_\_\_\_ **Date Agency Established (mo/yr):** \_\_\_\_\_

**Current Annual Agency Budget:** \$ \_\_\_\_\_ **Fiscal Year End (month):** \_\_\_\_\_

**Program/Service Name:** \_\_\_\_\_

**Name/Position of Person Completing  
Application:**

**Email** \_\_\_\_\_ **Phone** \_\_\_\_\_  
**Address:** \_\_\_\_\_ :

**Executive** \_\_\_\_\_ **Phone** \_\_\_\_\_  
**Director/CEO:** \_\_\_\_\_ :

**Email:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Chief Financial Officer** \_\_\_\_\_ **Phone** \_\_\_\_\_  
**(If Applicable):** \_\_\_\_\_ :

**Email:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Board**  
**President (If**  
**Applicable):** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Company:** \_\_\_\_\_

**Mailing**  
**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_  
: \_\_\_\_\_ **Code:** \_\_\_\_\_



Telephone: \_\_\_\_\_ Fax  
Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Person Responsible for  
Program/Service: \_\_\_\_\_

Title: \_\_\_\_\_ Email  
Address: \_\_\_\_\_

Program/Service  
Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip  
Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Public Relations  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Applicant  
is: (mark  
one) \_\_\_\_\_ an Existing ELCNWF funded Provider  
\_\_\_\_\_ a New Provider (not previously funded by ELCNWF)

**EXHIBIT 1**  
**RFP # ELCNWF 2024-02**

**ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS**

If the undersigned shall be awarded this contract, the undersigned shall comply with all the terms and conditions specified in the RFP.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name of Company

\*An authorized official is an officer of the Company who has the legal authority to bind the Company to the provisions of this Request for Proposal. This usually is the President, Chairman or the Board, Executive Director, or owner of the entity. A document establishing delegated authority shall be included with the proposal if signed by someone other than the President, Chairman, Executive Director, or own

**Exhibit 2**  
**RFP # ELCNWF 2024-02**

**FOR COALITION USE ONLY**

**Evaluation Committee**  
**Initial Screening of Fatal Flaws and Quantitative Evaluation Criteria**

**VENDOR NAME:** \_\_\_\_\_

1. Was the response received by the date and time specified in the solicitation?  
Pass (Yes)                      Fail (No)
  
2. Does the response provide the vendor's federal tax identification number (**Appendix "B"**)?  
○ Pass (Yes)                      Fail (No)
  
3. Did the proposer provide a written plan of work with submitted proposal?  
○ Pass (Yes)                      Fail (No)
  
4. Does the response contain a signed and dated Acceptance of Contract Terms and Conditions (**Exhibit 1**)?  
○ Pass (Yes)                      Fail (No)
  
5. Does the response contain a signed and dated Proposal Acknowledgement Form (**Exhibit 4**)?  
○ Pass (Yes)                      Fail (No)
  
6. Does the response contain a signed and dated Non-Collusive Affidavit Form (**Exhibit 5**)?  
○ Pass (Yes)                      Fail (No)
  
7. Does the response contain a signed and dated Statement of No Involvement (**Exhibit 6**)?  
○ Pass (Yes)                      Fail (No)
  
8. Does the response contain a signed and dated Certification Regarding Debarment, Suspension, and other Responsibility Matters Primary Covered Transaction (**Exhibit 7**)?  
○ Pass (Yes)                      Fail (No)
  
9. Does the response contain a signed Sworn Statement Pursuant to s. 287.133(3)(a), F.S., on

public entity crimes (**Exhibit 8**)?

- Pass (Yes)                      Fail (No)

10. Does the response contain a signed and dated Non-Discrimination Statement (**Exhibit 9**)?

- Pass (Yes)                      Fail (No)

11. Does the response contain a signed and dated Certification Regarding Lobbying (**Exhibit 10**)?

- Pass (Yes)                      Fail (No)

12. Does the response contain a signed and dated Certification Regarding Drug-Free Workplace (**Exhibit 11**)?

- Pass (Yes)                      Fail (No)

13. Does the response contain a Financial and Compliance Audit Requirements Form (**Exhibit 12**)?

- Pass (Yes)                      Fail (No)

14. Does the response provide the Articles of Incorporation?

- Pass (Yes)                      Fail (No)

**EXHIBIT 3**  
**RFP # ELCNWF 2024-02**

**FOR COALITION USE ONLY**

**Evaluation Committee**  
**Quantitative Evaluation Criteria**

**Scoring Responses:** Each evaluator is to assign a raw score for each evaluation criteria based upon his/her assessment of the solicitation response. The assignment of any individual score should be based upon the factors described below.

<b>Scoring Factors – Specifications</b>	<b>100 Points</b>
1. Description includes previous experience providing quality learning materials for nonprofit organizations; including any issues and resolutions on final outcomes.	25
2. Vendor has ability to deliver items before July 31, 2024 and includes warehouse specifications and capacity	30
4. Evidence is shown to support durability, longevity and quality of products and materials listed in the proposal. Submitted evidence includes details specifying longevity (in years) of products by citing previous experience, data from the manufacturer or a combination of both	20
5. All pricing provided reflect competitive rates.	10
6. Presentation, completeness, clarity, organization, and responsiveness of proposal.	15
TOTAL POINTS	100

**EXHIBIT 4**  
**RFP # ELCNWF 2024-02**

**REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM**

---

Proposer Name

---

Proposer Mailing Address

---

City

State

Zip Code

---

Point of Contact

Title

---

Telephone Number

Fax Number

---

Email Address

Website Address

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same material, supplies, equipment or services and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify I am authorized to sign this response and that the offer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. **THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE EARLY LEARNING COALITION MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.**

---

Typed Name and Title

---

Signature

---

Date

**EXHIBIT 5**  
**RFP # ELCNWF 2024-02**

**NON-COLLUSIVE AFFIDAVIT**

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

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

\_\_\_\_\_ being first duly sworn deposes and says that:

He/she is the (Owner, Partner, Officer, Representative or Agent) of the Proposer that has submitted the attached Proposal;

He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any Proposer, firm or person to fix the price or prices in the attached Proposal or any other Proposal or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by  
\_\_\_\_\_ who is personally known to me or who  
produced his/her \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Printed type of stamp



**EXHIBIT 6**  
**RFP # ELCNWF 2024-02**

**STATEMENT OF NO INVOLVEMENT**

I, \_\_\_\_\_, as an authorized representative of \_\_\_\_\_, certify that no member of this firm or any person having interest in this firm has been:

Awarded a contract by the Early Learning Coalition of Northwest Florida, on a noncompetitive basis to perform a feasibility study concerning the scope of work contained in this solicitation, or participated in drafting this solicitation.

**Typed Name of Authorized**

**Official:** \_\_\_\_\_

**Title of Authorized Official:** \_\_\_\_\_

**Signature of Authorized Official** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**EXHIBIT 7**  
**RFP # ELCNWF 2024-02**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY  
MATTERS PRIMARY COVERED TRANSACTION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Federal department or agency;
  - (b) Have not within a three-year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicated for, or otherwise criminally or civilly changed by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT 8**  
**RFP # ELCNWF 2024-02**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by \_\_\_\_\_ for \_\_\_\_\_, whose business address is and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)
  
2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(a), Florida Statutes, means a violation of any state and federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or Contract for goods and services to be provided to any public entity or any agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
  
3. I understanding the “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statues, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of recording relating to charges brought by indictment or information after July 1, 1989, as result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
  
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or

- b. 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” included those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not 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.
5. I understand that a “person as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or 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 let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. 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 of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. And (Please indicate which additional statement applies).

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charges with and convicted of a public entity crime within the past 36 months. However, there has been a

subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OR THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INFOR A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

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

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ who is personally known to me or who produced his/her \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public - State of Florida  
My commission expires: \_\_\_\_\_

Printed type of stamp

**EXHIBIT 9**  
**RFP # ELCNWF 2024-02**

**NON-DISCRIMINATION STATEMENT**

Public Law 105-220, Sec. 188 Nondiscrimination (a) *In General*

- (1) Federal financial assistance – For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), or on the basis of race, color, or national origin under title VI of the Civil Rights Act of 1964 (42 U.S.C.2000d et seq.), programs and activities funded or other financially assisted in whole or in part under this Act are considered to be programs and activities receiving Federal financial assistance.
- (2) Prohibitions of discrimination regarding participation, benefits, and employment. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such programs or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education amendments of 1972[20 U.S.C. 1681 et seq]), national origin, age, disability, or political affiliation or belief.
- (3) Prohibition on assistance for facilities for sectarian instruction or religious worship. Participants shall not be employed under this chapter to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
- (4) Prohibition on discrimination on basis of participant status. No person may discriminate against an individual who is a participant in a program or activity that receives funds under this chapter, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.

(5) Prohibition on discrimination against certain noncitizens. Participation in programs and activities or receiving funds under this chapter shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

The undersigned has read and agreed to the statements described above.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Company

**EXHIBIT 10**  
**RFP # ELCNWF 2024-02**

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee or member of congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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



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Name and Title of Authorized Representative

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Name of Company

---

Signature

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Date

**EXHIBIT 11**  
**RFP # ELCNWF 2024-02**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

Pursuant to the Drug Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F and 45 CFR part 82.

I, \_\_\_\_\_, the undersigned, in representation of \_\_\_\_\_, the Provider, attest and certify that the Provider will provide a drug-free workplace, by the following actions.

- A. Publishing a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Provider's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform employees concerning:
  - 1. The dangers of drug abuse in the workplace.
  - 2. The policy of maintaining of drug-free workplace.
  - 3. Any available drug counseling, rehabilitation and employee assistance programs.
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph A.
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the Agreement, the employee will:
  - 1. Abide by the terms of the statement.
  - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant officer on whose grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected Contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph d.2., with respect to any employee who is so convicted.
  - 1. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973 as amended.
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local, health, law enforcement or other appropriate agency
- G. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs A, B, C, D, E and F.

**CERTIFICATION**

I declare under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT 12**  
**RFP # ELCNWF 2024-02**

**FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS**

This attachment is applicable if the Contractor is any State or local government entity, non-profit organization, or for-profit organization. For State or local government entities, a Single Audit performed by the Auditor General shall satisfy the requirements of this attachment. If the Contractor does not meet any of the requirements below, no audit is required by this attachment.

**PART I: FEDERAL REQUIREMENTS**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

**PART II: STATE REQUIREMENTS**

This part is applicable if the recipient is a non-state entity as defined by Section

215.97(2)(m), Florida Statutes.

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor, the Chief Financial Officer and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT 13**  
**RFP # ELCNWF 2024-02**

**SAMPLE PROFESSIONAL SERVICES AGREEMENT**  
**EARLY LEARNING COALITION OF NORTHWEST FLORIDA, INC.**  
**CONTRACT #**  
**STANDARD CONTRACT**

THIS CONTRACT (the "Contract") is between the Early Learning Coalition of Northwest Florida, Inc., (hereinafter the "Coalition") and \_\_\_\_\_, (hereinafter the "Contractor"), each individually a "Party" and collectively the "Parties."

WHEREAS, the Coalition is a subrecipient of the state of Florida Office of Early Learning ("DEL") Grant Agreement. DEL is the designated Lead Agency for the state of Florida, which is the recipient of a Child Care and Development Block Grant (CCDBG) pursuant to 45 Code of Federal Regulations (CFR) part(s) 98 and 99, which is a primary funding source for the School Readiness Program (SR, SR Program); and

WHEREAS, DEL is designated as the responsible entity for execution, oversight and management of the State's Preschool Development Grant Birth through Five (PDG B – 5) award, which provides funding for improving data-driven systems coordination, increasing family access and engagement and creating a high-quality comprehensive early childhood education system; and

WHEREAS, DEL is charged with providing oversight and administration of the SR Program, including the Child Care Resource and Referral (CCR&R) network and the SR Match Program, as well as responsibility for oversight and administration of the state's Voluntary Prekindergarten Education Program (VPK, VPK Program); and

WHEREAS, the Coalition is a statutorily-created entity designated with the responsibility of administration and implementation of a local comprehensive program of SR program services and the local administration of the VPK program; and

WHEREAS, the Parties desire to enter into the Contract pursuant to which the Contractor will provide the commodities or contractual services hereafter described;

NOW THEREFORE, in consideration of the premises set forth herein, the Parties agree as follows:

**A. Subrecipient and Contractor Determination**

The Coalition has reviewed the criteria pursuant to 2 CFR § 200.330, *Subrecipient and Contractor determinations*, and determined \_\_\_\_\_ is a contractor for the purposes of this contract. The Contractor acknowledges it is subject to federal audit requirements as specified in 2 CFR §200 Subpart F, *Audit Requirements*, and Florida Single Audit Act, s. 215.97, Florida Statutes (F.S.), as appropriate and shall be subject to monitoring and audit conditions and requirements as set forth in Exhibit III.

**B. Percentage of Funding from Federal and State Sources**

The Coalition receives 100% of public support funding from the DEL. The funding received from DEL is derived from both federal and state sources. The percentage of public support funding to facilitate this Contract will be 70% derived from federal sources and 30% derived from the State of Florida.

**C. Type of Contract**

The Contract shall be a fixed price Contract.

**D. Contract Documents**

The Contract consists of the following documents:

1. Standard Contract
2. Exhibit I – Special Conditions
3. Exhibit II – Scope of Work
4. Exhibit III – Audit Requirements
5. Exhibit IV – Assurances and Certifications

General Contract Conditions (PUR 1000) are hereby incorporated by reference as if fully set out herein. Promulgated by the State of Florida, Department of Management Services, (hereinafter "DMS") the PUR 1000 is required by s. 287.042(12), F.S. and Rule 60A-1.002(7), Florida Administrative Code (hereinafter "F.A.C."). The term "Customer" referred to in the PUR 1000 is DEL and/or Coalition.

**E. Incorporation of Florida Contract Provisions**

The general contracting document provisions of s. 287.058, F.S., and s. 215.971, F.S., as applicable, are hereby adopted and incorporated by reference as if fully set forth herein.

**F. Compliance with Applicable Laws and Regulations**

The Contractor shall comply with applicable Federal and State Laws and regulations, including any revision to those laws and regulations made after the execution of this Contract (notification will be provided in writing to the Contractor), in the course of performing services under this Contract.

**G. Effective Date**

This Contract shall be effective on May 9, 2024 or the date on which the last party has signed the Contract, whichever is later.

**H. Ending Date**

This Contract shall end on June 30, 2024, unless the Contract is terminated earlier, extended or renewed as provided herein.

**I. Payment and Fees: No Coalition Obligation Before Starting Date or After Ending Date**

The Coalition shall not be obligated to pay for costs incurred related to the Contract prior to its effective date or after its ending date.

**J. Extension**

Subject to agreement by the parties, extension of the Contract shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. There shall be only one extension of the Contract unless the failure to meet the criteria set forth in the Contract for completion of the Contract is due to events beyond the control of the Contractor.

**K. Renewal**

Upon mutual agreement, Coalition and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. The renewal must be in writing and signed by both parties. The renewal is subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price of the commodity or contractual service to be renewed must be specified in the bid, proposal, or reply, except that the Coalition may negotiate lower pricing. A renewal contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Coalition and subject

to the availability of funds. Exceptional purchase contracts pursuant to paragraphs s. 287.057(3)(a) and (c), F.S., may not be renewed.

**L. Renegotiation due to Changes in Federal or State Law, Rules, or Regulations**

The parties agree to negotiate changes to the Contract if Federal or State revisions of any applicable laws or regulations make changes in the Contract necessary.

**M. Renegotiation or Modification**

Contract provision modifications shall be only valid when they are in writing and all parties have duly signed and dated them.

**N. Contract Manager**

The contract manager is responsible for enforcing performance of the Contract terms and conditions and serves as a liaison between the Coalition and the Contractor.

Contract Manager for the Contractor

Name:	
Title:	
Address:	
Zip Code:	
Office Phone:	
Cellular Phone:	
E-mail Address:	

Contract Manager for the Coalition

Name:	Chelsea Ranew
Title:	Procurement Manager
Address:	4636 HWY 90, Suite M Marianna, FL 32446
Zip Code:	32446
Office Phone:	(850) 747-5400 ext. 204
E-mail Address:	<a href="mailto:Chelsea.ranew@elcnwf.org">Chelsea.ranew@elcnwf.org</a>

**O. Change in Contract Managers**

In the event any party designates different contract managers after the execution of the Contract, notice of the foregoing information for the new contract manager will be transmitted by email or sent in writing to all parties within two (2) weeks of change in contract manager and said notification will be attached to copies of the contract.

**P. Notices**

All notices or communications that are required under this Contract shall be in writing to either Party by the other and shall be or transmitted via facsimile or electronic mail addressed to such party at the addresses stated above, and shall be deemed given on the date so delivered.

**Q. Execution**



In consideration of the mutual covenants set forth above and in exhibits hereto, the Parties have caused to be executed this Contract by their undersigned officials duly authorized. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

Contractor

Signature:	
Printed Name:	
Title:	
Date:	
FEIN:	

Early Learning Coalition of Northwest Florida, Inc.

Signature:	
Printed Name:	Suzan Gage
Title:	Executive Director
Date:	7-01-2019
FEIN:	02-0751749

**This space left blank intentionally**

**EXHIBIT I  
SPECIAL CONDITIONS**

**A. Conduct of Business – Federal/State Laws Govern**

State of Florida laws applicable to contracts implemented and wholly performed within the state shall construe and govern the Contract for all purposes. The judiciary system of the State of Florida shall determine all disputes, claims or any other matters. The venue of any and all actions pertaining to this Contract shall be in Bay County, Florida.

**B. Order of Precedence in the Event of Conflict in Terms**

If there is any conflict between the provisions in the Contract and the standards the CCDF State Plan sets forth and federal and state law, resolution will occur in the following order of priority. If a lower priority law contains a stricter requirement, the stricter requirement prevails.

1. Federal law
2. State law
3. The Contract
4. The CCDF State Plan

**C. Relationship of Parties (Independent Contractor Status)**

In the Contractor’s performance of its duties and responsibilities under the Contract, it is mutually understood and agreed that the Contractor is at all times acting and performing as an independent Contractor. The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Coalition. The Coalition is not bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. Nothing in the Contract is intended to or shall be deemed to constitute a partnership or joint venture between the parties. The Contractor agrees to include this provision in all of its subcontracts under this Contract.

**D. Background Screening**

“Qualified Entity”, as defined in s. 943.0542, F.S., means a business or organization, whether public, private, operated for profit, operated not-for-profit or voluntary, which provides care or care placement services, including a business or organization that licenses or certifies others to provide care or care placement services. Any subrecipient or contractor who meets the definition of “Qualified Entity” as defined in s. 943.0542, F.S., shall:

1. The entity shall register with the Florida Department of Law Enforcement (FDLE). The entity shall have all employees assigned to work on this Contract screened in a manner consistent with s. 943.0542, F.S.
2. The entity shall have written policies that include the requirements detailed in this section.
3. The entity shall require any subrecipient, contractor, or subcontractor it retains that also meets the definition of qualified entity to likewise register and have all of the employees it assigns to work under the terms of this Contract screened in a manner consistent with s. 943.0542, F.S. The entity shall ensure that background screening of subcontractors is complete prior to providing services under the Contract.
4. The entity shall obtain the following documentation for new employees prior to their first day of employment. For monitoring and audit purposes, the entity shall maintain on file verification for all personnel and any subrecipient or contractor’s personnel, if applicable and unless excluded as described below, assigned to work on this Contract:
  - a. Documentation the individual complies with the background screening standards set forth in s. 435.04, F.S.
  - b. The highest level of education obtained claimed, if the position requires
  - c. All applicable professional licenses claimed, if the position requires
  - d. All applicable employment history, if the position requires
  - e. To be complying, employee background screenings must be from no earlier than five (5) years before the Contract’s effective date
  - f. The entity shall update the background screening every five (5) years on or before the anniversary date of the prior background screening check and thereafter if the individual continues performing under this Contract.
  - g. The entity shall repeat the background screening if there is a ninety (90) day lapse in employment from working on this Contract. The entity shall rescreen the person before assigning the person to this Contract.
  - h. The entity shall arrange for and pay all the costs for employee background screenings
  - i. The entity shall require each employee it assigns to this Contract to notify the entity within ten (10) calendar days of being arrested for any criminal offense.

- j. The entity shall review the alleged offense within 48 hours of notification, determine if the offense is one that would exclude the employee under a Level 2 screening and, if so remove the employee from work on this Contract.
  - k. The entity shall not permit the employee to return to work on this Contract until cleared of all charges.
  - l. The Coalition shall require its subrecipient or contractor to:
    - i. Notify the Coalition within ten (10) calendar days of an employee being arrested or removed from working on the Contract for any criminal offense.
    - ii. Review the alleged offense within 48 hours, determine if the offense is one that would exclude the employee under a Level 2 screening and, if so remove the employee from work on this Contract.
    - iii. Not permit the employee to return to work on this Contract until cleared of all charges.
5. Any subrecipient, contractor or subcontractor who does meet the definition of "Qualified Entity" but who/has staff that will perform duties under contract with the Coalition and are permitted access to a child care location while children are present, or who will have access to confidential information about the children in care or their family shall comply with all of the above.
  6. Any subrecipient, contractor or subcontractor who does meet the definition of "Qualified Entity" but who/has staff that will perform duties under contract but will have absolutely no interaction with nor be present around a child in care nor will they have access to any confidential information about the children in care or their family is not required to submit its employees to a background screening.
  7. Written policies may exclude reference to subrecipient, contractor or subcontractor if not applicable. However, if an entity contracts with a subrecipient, contractor or subcontractor during the term of this Contract then policies should be updated to include reference.

**E. Accessible Electronic Information Technology**

The Contractor hereby agrees that by entering into this Contract, Contractor will, whenever practicable, collect, transmit and store 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.

**F. Assignments**

Coalition shall at all times retain the ability to assign or transfer its rights, duties or obligations under the Contract to another state of Florida governmental agency; in the event that this occurs, Coalition shall give prior written notice to the Contractor. The Contractor agrees not to assign the responsibility for the Contract to another party without the Coalition's express written approval. The Contractor agrees to notify Coalition prior to changing its early learning programs service delivery provider, if applicable. In the event Coalition or a state of Florida agency approved the Contractor's transfer of obligations, the Contractor retains responsibility for all contract-related work and expenses. In addition, the Contract shall bind the Contractor's successors, assigns and legal representative to any legal entity that succeeds Coalition's obligations. The Contractor's agreements and contracts with subrecipients must contain this Contract's special conditions and audit requirements. The Contractor's agreements with subrecipients shall only include applicable scope of work provisions of this Contract.

**G. Breach of Security/Confidentiality**

As defined in Chapter 282.0041, F.S., "Security Incident" means a violation or imminent threat of violation, whether such violation is accidental or deliberate, of information technology security policies, acceptable use policies, or standard security practices. An imminent threat of violation refers to a situation in which the state agency has a factual basis for believing that a specific incident 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 Contractor does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the Contract 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.

1. 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.
2. The Contractor shall immediately notify the Coalition and the DEL's Inspector General and Information Security Manager of any Security Incident 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., within 24 hours of the incident the Contractor shall provide written notification to the Coalition and DEL's Inspector General and Information Security Manager that identifies:
  - a. The nature of the unauthorized use or disclosure,
  - b. The confidential information used or disclosed,
  - c. Who made the unauthorized use or received the unauthorized disclosure
  - d. What the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
  - e. What corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
  - f. The Contractor shall provide any additional information, including a full written report, as reasonably requested by the Coalition.
3. If the Coalition, at its sole discretion, determines that the Contractor has failed to comply with any confidentiality provision of this Contract, or determines that prompt and satisfactory corrective action has not occurred, the Coalition has the unilateral right to suspend the Contract until it is satisfied that corrective action has been taken, or terminate the Contract. If this Contract is terminated, the Contractor must immediately surrender to the Coalition all confidential information and copies thereof obtained under the Contract and any other information relevant to the Contract.
4. The Contractor understands and agrees that all reasonable fees and cost necessary for the Coalition to remedy any breach of confidentiality due to the conduct of the Contractor, including its employees, subcontractors, agents, 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 of this Contract.
5. The Contractor understands and agrees to the confidentiality and security provisions of this Contract regarding the requirements to safeguard the confidentiality of the information which is the subject of the Contract, and which is considered a material condition of the Contract. In the event that requirements to safeguard the information, unauthorized disclosure of the information, or the confidentiality of the information are compromised in any way, the Contractor will be subject to penalties as follows:
  - a. Criminal Penalties: The Contractor including its employees, agents, contractors, subcontractors, affiliates or any individual that breaches the confidentiality requirements of this Contract are subject to any state or federal criminal sanctions provided by law, including, but not limited to penalties as provided for in s. 119.10, F.S., the Florida Computer Crimes Act (s. 815.04, F.S.) or any other applicable state or federal laws or regulations
  - b. Civil Remedies: In addition to criminal sanctions, the Contractor including its employees, agents, contractors, subcontractors, affiliates or any other individual who breaches the confidentiality requirements of this Contract or applicable laws are subject to any and all civil remedies available to the Coalition and the state of Florida.

#### **H. Contingency Statement/Funding Availability/Annual Appropriation**

The Coalition's performance and obligation to pay under this Contract 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 Coalition may terminate the Contract upon no less than twenty-four (24) hours written notice to the Contractor. In the event the Contract is terminated for lack of funding, the Coalition shall pay the Contractor for documented and verifiable costs reasonably incurred to the extent such funds are appropriated and available for the Contract's scoped transaction(s). The Coalition shall be the final authority as to the availability of appropriated funds.

#### **I. Cooperation with Inspector General Investigations**

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 with the Inspector General in any investigation, audit, inspection, review or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems 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 Contract. The Contractor shall retain such records for five (5) years after the expiration date of the 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 Contract between the Contractor and the Coalition 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.

#### **J. E-Verify**

In accordance with Executive Order 11-116 (applies to contracts of more than \$3,000), the Contractor shall use the U.S. Department 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 Contract for the services specified. Failure to do so shall be cause for Coalition to unilaterally cancel this Contract. The Contractor shall also include a requirement in related subcontracts that the subcontractors performing work or providing services to the Contract shall utilize the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the Contract term. The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Coalition.

#### **K. Florida Abuse Hotline Reporting**

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

1. That a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare or that a child is in need of supervision and care has no parent, legal custodian, or responsible adult relative immediately known and available to provide supervision and care; or,
2. That a child is abused by an adult other than a parent, legal custodian, caregiver, or other person responsible for the child's welfare; or,
3. That a child is the victim of childhood sexual abuse or the victim of a known or suspected juvenile sexual offender.

#### **L. Force Majeure and Notice of Delay from Force Majeure**

Neither Coalition nor the Contractor shall be liable to the other for any delay or failure to perform under the Contract if such delay or failure is neither the fault nor the negligence of the Coalition or the Contractor or their employees or agents. This holds true if the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods or other similar cause wholly beyond the party's control, or for any of the foregoing that affects subcontractors or suppliers if there is no available alternate supply source.

However, in the event of delay from the foregoing causes, the Coalition or the Contractor shall take all reasonable measures to mitigate any and all resulting delays or disruptions in the performance obligation under the Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost to either Coalition or Contractor under the Contract. In the case of any delay the Contractor believes is excusable under this paragraph, the Contractor shall notify the Coalition and describe the cause of the delay or potential delay in writing within 10 calendar days after the cause that creates or will create the delay. The foregoing shall be the Contractor's sole remedy or excuse regarding the delay. The Contractor must provide notice in strict compliance with this section to receive the remedy. The Coalition, in its sole discretion, will determine if

the delay is excusable under this paragraph and will notify the Contractor of its decision in writing. The Contractor shall not assert a claim for damages, other than for an extension of time, against Coalition. The Contractor is not entitled to an increase in the Contract price or payment of any kind from the Coalition for direct, indirect, consequential, impact or other costs, expenses or damages. These include, but are not limited to, costs of acceleration or inefficiency due to delay, disruption, interference or hindrance from any cause whatsoever.

If any of the causes this section describes suspended or delayed performance, in whole or in part, after the causes have ceased to exist, the Contractor shall perform at no increased cost, unless Coalition determines, in its sole discretion, that the delay will significantly impair the Contract's value to the Coalition or the state. In which case, the Coalition may do any or all of the following actions:

1. Accept the Contractor's allocated performance or deliveries, provided that the Contractor grants Coalition preferential treatment for products or services subjected to allocation.
2. Purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products or services the delay affects. The Coalition may deduct the purchases from the Contract funds.
3. Terminate the Contract in whole or in part.

#### **M. Indemnification**

The Contractor shall be liable for and indemnify, defend and hold Coalition and all of its officers, directors, agents and employees harmless from all claims, suits, judgments or damages that arise from the Contractor or any of its agents, subcontractors or employees' acts, actions, neglect or omissions during the performance or operations under the Contract or any subsequent modifications thereof. This includes attorney fees and costs. This indemnification holds whether liability is direct or indirect, and whether damage is to any person or tangible or intangible property.

Notwithstanding the foregoing, the indemnification provisions of this section are not applicable to state agencies or subdivisions, as defined under section 768.28, F.S.; or any other Florida statute applicable to sovereign immunity.

#### **N. Insurance and Risk Mitigation**

1. Contractor's Insurance: The Contractor shall maintain 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) or extension(s) of it. By execution of the Contract, the Contractor accepts full responsibility for identifying and determining the type(s) and coverage policy limits of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under the Contract. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. The Coalition reserves the right to require additional insurance coverage at its sole discretion.
2. Workers' Compensation Insurance: To the extent required by Chapter 440, F.S.; at its sole expense, the Contractor will either be self-insured for Workers' Compensation claims, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work on this Contract, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.
3. Unemployment Compensation Insurance: During the term of this Contract, the Contractor must comply with the reporting and contribution payments required under Chapter 443, F.S.; for all employees connected with the Scope of Work.
4. General Liability Insurance: By execution of this Contract, unless Contractor is a state agency or subdivision as defined by subsection 768.28(2), F.S.; or unless otherwise provided for in the Scope of Work, Contractor shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.
5. Errors and Omissions Insurance: The Contractor shall maintain errors and omissions insurance on its board members, as applicable.
6. Fidelity Bonding: The Contractor shall maintain fidelity bonding of its fiscal personnel.
7. During the Contract term, Contractor shall maintain any other types and forms of insurance required for the performance of this Contract as required in the Scope of Work.

8. The Contractor will have and continuously maintain all other types of insurance as required by law.
9. In the event that any coverage described above is canceled by the insurer for any reason, the Contractor shall immediately notify the Coalition of such cancellation and shall obtain replacement coverage acceptable to the Coalition and provide proof of such replacement coverage within the (10) calendar days after the cancellation of coverage.
10. All insurance policies shall be with insurers qualified and doing business in Florida. The Coalition shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance upon request.

## **O. Intellectual Property Rights**

1. All data Coalition creates or the Contractor receives from the Coalition, whether electronic or hardcopy, during the duration of this Contract is Coalition's property. The Contractor shall surrender it to the Coalition at no cost upon expiration, termination or cancellation of this Contract (see 45 CFR § 75.322, *Intangible property and copyrights*). The following terms and conditions apply to all, unless explicitly waived.
  - a. With respect to all products created by the Contractor pursuant to this agreement, said materials will be the property of the Coalition.
  - b. To the extent that any product constitutes a "work" within the meaning of U.S. copyright laws, 17 United States Code Service (U.S.C.) 101, et seq., it shall be a "work for hire." In the event that a court of competent jurisdiction determines that a product or material is not a work for hire as a matter of law, the Contractor shall assign and convey to Coalition all rights, title and interest in the product or material and require its employees and subcontractors to do the same.
  - c. The Contractor agrees that its employees will not assert any ownership of the product produced pursuant to this Contract. The Contractor shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees and subcontractors in order to secure Coalition's rights.
  - d. Any claim by the Contractor of ownership of pre-existing copyrights should be explicitly stated in the project documentation.
  - e. The Contractor agrees that if it hires a third party to perform any work pursuant to this Contract, the work shall be on a "work for hire" basis and shall not in any way infringe upon Coalition's ownership of the product.
  - f. The Contractor agrees not to convey any rights in the product to a third party
  - g. If the Contractor hires a third party to perform any work that involves the use of pre-existing intellectual content owned by the third party, the third party shall expressly assert its ownership of the content and shall grant the Contractor and Coalition the non-exclusive license to use the product.
2. A licensing agreement or other agreement regarding the use of intellectual property developed pursuant to this Contract may be developed between Coalition and the Contractor in order to further the use of the products in the educational community.
3. Pursuant to 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, the Contractor agrees that to the extent applicable under this Contract to comply with the following:  
That contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Governmental and the Contractor in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by the awarding agency. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from the Contract, the Contractor shall refer the discovery or invention to Coalition.
4. Pursuant to s. 286.021, F.S., if the discovery or invention arises or is developed regarding the use of state funds, Coalition will refer it to 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 under or in connection with the performance of the Contract are hereby reserved to the state of Florida.
5. Pursuant to s. 286.021, F.S., and subject to claims of the Health and Human Services (HHS), any and all copyrights accruing or in connection with the Contractor's execution of its duties under the Contract, funded by early learning program funds, are hereby reserved to the state of Florida.

6. Pursuant to 45 CFR § 75.322, the HHS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the copyright in any work developed with federal funds through the Contract and any rights of copyright which the Contractor or its sub grantees or contractors purchase with such federal funds.
7. Pursuant to federal and state laws, the Contractor will not violate the copyrights of any third party during the performance of the scope of work for this grant award.

The Contractor further warrants that as to each deliverable produced pursuant to this Contract, Contractor's production of the deliverable(s), and the Coalition's use of the deliverables(s), will not infringe on the copyrights of any third party. This provision applies to each work or authorship in which copyrights subsist pursuant to 17 U.S.C. Sections 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision the Contractor additionally warrants the following:

- a. As to each work of software or other "information technology," as defined in s. 287.012(15), F.S., in which copyrights subsist, the Contractor has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the deliverable(s).
- b. As to each image and sound recording incorporated into a deliverable, the Contractor has required the necessary rights, releases, and waivers from the person whose image or sound included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken.

**P. Mandatory Reporting of Fraud and Criminal Activity**

In accordance with 45 CFR §75.113 (also 2 CFR §200.113), *Mandatory disclosures*, the Contractor and its approved subcontractors must comply with and inform its employees of mandatory reporting requirements. Each employee of the Contractor and any subcontractor (subrecipient or contractor) providing services in connection with this Agreement shall disclose to the DEL Inspector General in a timely manner and in writing all violations involving fraud, bribery or gratuity violations potentially affecting this agreement and/or the related federal/grant program(s). DEL is required to review and consider any publicly available information about the Coalition in the Federal Awardee Performance and Integrity Information System (FAPIIS) <https://fapiis.gov>.

**Q. Notification of Legal Action**

The Contractor shall notify the Coalition of legal actions taken against it or potential actions such as lawsuits related to services provided through this Contract, that may impact the Contractor's ability to deliver the contractual services or that may adversely impact the Coalition. The Contractor shall notify Coalition in writing within 24 continuous hours of becoming aware of such actions or from the day of the legal filing, whichever comes first.

**R. Staffing Requirements/Key Personnel**

The Contractor shall maintain sufficient staffing levels to fulfill the Contractor's obligations under this Contract. The Contractor shall notify Coalition in advance but no later than five (5) working days after any changes in the Contractor's telephone number, email, physical or mailing address or key personnel positions. Key personnel positions include the owner, executive director, and lead personnel directly assigned to work on this Contract. Changes in key personnel may include, but are not limited to, resignations and other employment terminations, and approved leaves of absence of six (6) weeks or longer. Such notification shall be in writing and shall include information related to assigned replacement staff.

**S. Prohibited Lobbying Costs**

Pursuant to s. 216.347, F.S., no funds awarded under this Contract may be used for the purposes of lobbying the State legislature, the judicial branch, or a State agency. The provisions of this section are supplemental to the provisions of s. 11.062, F.S., and any other law prohibiting the use of state funds for lobbying purposes. In accordance with 2 CFR §200.415, *Required certifications*, each Contractor must certify federal awards will not be used for lobbying.

Acceptance of the Contract terms indicates the Contractor is aware of and currently complies with the described lobbying activity restrictions. The Contractor shall require all subcontractors to include this certification language, which is a material representation of fact upon which the parties placed reliance when they entered into this Contract.



## **T. Public Entity Crimes**

1. **Convicted Vendor List**  
Sections 287.103(3)(a) and (b), F.S., state that a person or affiliate on the convicted vendor list, following a conviction for a public entity crime, may not submit a bid, proposal or reply on a contract to provide goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity to construct or repair a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not receive or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
2. **Discriminatory Vendor List**  
In accordance with s. 287.134(2)(a), F.S., an entity or affiliate placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity [s. 287.134(3)(a)].
3. **Scrutinized Companies Lists**  
A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S., or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more [s. 287.135(2)].

## **U. Debarment and Suspension**

If this Contract 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 Contract scope of work.

## **V. Confidentiality and Safeguarding Information**

1. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the state of Florida. See 2 CFR § 200.337, Restrictions on public access to records, and 2 CFR § 200.82, Protected Personally Identifiable Information (PPII), to review federal grant program instructions.
2. The Contractor acknowledges that each agency, organization or individual receiving confidential and exempt records in order to carry out official functions must protect the data. Those with access to confidential data must not permit persons other than those authorized to receive the records, to obtain children's or their parents'/guardians' personal identification.
3. Contractor shall ensure public records that are exempt or confidential/exempt from public records disclosure requirements are not disclosed except as authorized by federal and state laws, including but not limited to sections 1002.72 and 1002.97, F.S. Contractor shall be provided additional specific instructions by the Coalition if applicable.
4. The Contractor shall develop processes and procedures to secure the confidential data.
5. The Contractor, including its employees, subcontractors, agents, or any other individuals to whom the Contractor exposes confidential information obtained under this 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 on the devices meeting 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 this Contract's terms.

**W. Public Records**

1. If the Contractor meets the definition of "Contractor" in Section 119.0701(1)(a), F.S.; the Contractor shall comply with the state of Florida 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 Coalition to perform the scoped transaction(s) of this Contract.
2. This Contract may be unilaterally canceled by the Coalition for refusal by the Contractor to allow public access to records related to this Contract and/or for failure to keep and maintain records as described herein.

**X. Public Access/Public Records Requests**

1. If a public records request is received, the Contractor must provide notice to the Coalition 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Early Learning Coalition of Northwest Florida, Inc.**  
**Public Information Office**  
**4636 HWY 90**  
**Suite M**  
**Marianna, FL 32446**  
**(850) 747-5400**  
[matt.bonner@elcnwf.org](mailto:matt.bonner@elcnwf.org)

**Y. Records Retention**

The Contractor shall retain all Contractor records, financial records, supporting documents, statistical records, and any other documents including but not limited to electronic storage media pertinent to this Contract for a period of five (5) years after termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings through litigation or otherwise. Upon request of the Coalition, the Contractor will cooperate with the Coalition to facilitate the duplication and transfer of any such records or documents.

**Z. Severability**

If a court of competent jurisdiction determines any term or provision of the Contract unenforceable, Coalition will strike the term or provision. The remainder of the Contract will remain in full force and effect.

**AA. Waiver**

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

**BB. Conflict of Interest/Related Party Activities**

For purchases  $\geq$  \$25,000

Section 1002.84(20), F.S., prohibits Coalitions (or a Coalition subrecipient) from entering into

contracts with employees, governing board members, or relatives of either group without prior approval from DEL and a valid vote of approval by two-thirds of the Coalition's governing board (or the governing board of a Coalition'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.

Applies to purchases under \$25,000

Section 1002.84(20), F.S., requires Coalitions (or a Coalition subrecipient) from entering into contracts with employees, governing board members, or relatives of either group to disclose this activity to DEL after a valid vote of approval by two-thirds of the Coalition's governing board (or the governing board of a Coalition'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.

### **CC. Public Announcements, Press Releases, Sponsorships**

1. The Coalition 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 Contract or any services delivered under the Contract without prior written approval from the Coalition's Public Information Office. The Contractor shall also notify the Coalition's Public Information officer at 850-747-5400 verbally within one (1) hour and in writing, with a copy to the Coalition's Contract Manager, within one (1) business day of any inquiries received from any media outlet or representative. The Contractor shall not use the Coalition's logo(s) without approval of the Coalition.
2. 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:
  - a. The percentage of the total cost of the program or project which will be financed with Federal money;
  - b. The dollar amount of Federal funds used for the project or program; and
  - c. Percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sourcesP.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".
3. As required by Section 286.25, F.S., any organization or entity, whether public or private, which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, shall, in publicizing, advertising, or describing the sponsorship of the program, use the following statement:  
"Sponsored by (Contractor's name), the Early Learning Coalition of Northwest Florida, Inc., and the State of Florida, Office of Early Learning."
4. If the sponsorship reference is in written material, the words "the Early Learning Coalition of Northwest Florida, Inc. and State of Florida, Office of Early Learning" shall appear in the same size letters or type as the name of the organization
5. The Contractor is prohibited from using Contract information, sales values or sales volumes, or the Coalition's stakeholders or customers, in sales brochures or other promotions, including press releases, unless prior written approval is obtained from the Coalition.

### **DD. 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 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.pdf>. Failure to strictly comply with this provision shall constitute a breach of the Contract.

## **EE. Gratuities**

The Contractor shall not, in connection with this or any other contract with the Coalition, directly or indirectly:

1. Offer, give, or agree to give anything of value to anyone as consideration for any Coalition employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or
2. Offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any Coalition employee.

## **FF. Termination of Contract**

### **1. Either Party**

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other Party. ("Notification Period"). The Contractor shall be entitled to perform services and receive compensation for services performed during the Notification Period; provided; however, that the Coalition shall not be liable for payment for any services performed by the Contractor after the end of the Notification Period.

### **2. Termination for Lack of Funds**

If funds to finance the Contract become unavailable or if the federal or state governments withdraw or redirect funds upon which the Contract depends, Coalition may terminate the Contract in writing with no less than twenty-four (24) hours' notice. Coalition shall be the final authority as to fund availability and will not reallocate funds earmarked for the Contract to another program, thus causing lack of funds. Termination of this Contract under this subsection shall not relieve the Coalition of its obligation to pay any amounts then due to Contractor up to the date of termination.

### **3. Termination for Cause**

Pursuant to 2 CFR Part 200 Appendix II, item (B), in the event of termination of this Contract by the Coalition for cause, the Contractor shall be liable for Coalition's expenses for additional managerial and administrative services required to complete or obtain the services or items from another contractor. Additional details are described in Section 23 of PUR 1000 [DMS PUR 1000 link.](#)

### **4. Termination for Convenience**

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

### **5. After Receipt of a Notice of Termination**

Except as otherwise specified by the Coalition, the Contractor shall:

- a. Stop work under the Contract on the date of and to the extent specified in the notice.
- b. Complete performance of the work not terminated by the Coalition.
- c. Take such action as may be necessary, or as the Coalition may specify, to protect and preserve any property related to the Contract which is in the possession of the Contractor and in which the Coalition has or may acquire an interest.
- d. Transfer, assign, and make available to the Coalition all property and materials belonging to the Coalition, upon the effective date of termination of the Contract. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment.
- e. Meet all the public records law requirements specified under the section of this Contract on Public Records Law Compliance.

## **GG. Unauthorized Alien(s)**

The Contractor agrees it shall not employ unauthorized aliens. The Coalition shall consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral cancellation of this Contract by the Coalition.

## **HH. No Contract Services Performed Outside the USA**

The Contractor and its subcontractors and agents are prohibited from (i) performing any of the 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 Contract outside of the United States unless approved by the Coalition in writing. The Parties agree that a violation of this provision will:

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

## **II. Whistleblower's Act**

In accordance with s. 112.3187, F.S., the Contractor 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, the Contractor 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 shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, the Office's Inspector General, and the Florida Commission on Human Relations or the Whistleblower's Hotline number at 1-800-543-5353. Additional local Contractor whistleblower policy and procedures also apply.

## **JJ. Certified Minority Business Enterprises (CMBE) Reporting**

The Coalition is dedicated to supporting, tracking and increasing its small minority business enterprise spending as section 287.0943, F.S.; requires. The Contractor shall report spending with small, minority-, women-, and service-disabled veteran business enterprise subcontractors with each invoice submitted for payment to the following address, with a copy to the Coalition Contract Manager.

**Matt Bonner, Administrative Director**  
**Early Learning Coalition of Northwest Florida, Inc.**  
**4636 HWY 90**  
**Suite M**  
**Marianna, FL 32446**  
**E-Mail: [matt.bonner@elcnwf.org](mailto:matt.bonner@elcnwf.org)**

## **KK. Subpoenas**

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

## **LL. RESPECT**

In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of the Contract is on the procurement list established pursuant to subsection 413.035(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEMMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the products it offers is available at

<http://www.respectofflorida.org>.

**MM. PRIDE**

In accordance with subsection 946.515(6), F.S., if a product or service required for the performance of the Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with subsection 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the products it offers is available at

<http://www.respectofflorida.org>.

**EXHIBIT II  
SCOPE OF WORK**

To be added after contract negotiations.

**EXHIBIT III  
AUDIT REQUIREMENTS**

**A. Audit Requirements – Federally Funded, If Applicable**

NOTE: this paragraph is applicable if the Contractor is a state or local government or a non-profit organization as defined in 2 CFR § 200.

According to the Subpart F-Audits 45 CFR § 75.501(a), non-federal entities that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part and other

applicable federal regulations. Guidance on determining Federal awards expended is provided in 45 CFR Part 75.502 (2 CFR §200.502).

**B. Audit Requirements – State Funded, If Applicable**

NOTE: this paragraph is applicable if the Contractor is a non-state entity as defined by s. 215.97(2), F.S. - The Florida Single Audit Act.

In the event the Contractor expends \$750,000 or more of state financial assistance in any fiscal year, the Contractor, must have a state single or project-specific audit conducted in accordance with the Florida Single Audit Act; Chapter 69I-5, F.A.C.; Chapter 10.550 (local governmental entities) or Chapter 10.650 (Nonprofit and For-Profit Organizations), Rules of the Auditor General.

**EXHIBIT IV  
ASSURANCES AND CERTIFICATIONS**

The Coalition will not award a Contract where the Contractor has failed (the "Contract") to accept the Assurances and Certifications contained in this Exhibit. In performing its responsibilities under the Contract, the Contractor hereby certifies and assures that it will fully comply with the following:



## **A. Assurances Non-Construction Programs**

NOTE: Certain of these Assurances may not be applicable to the Contractor's project or program. If you have questions, please contact the Coalition.

As the duly authorized representative of the Contractor, I certify to the best of my knowledge and belief, that:

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay for the non-federal share of project costs, as applicable) to ensure proper planning, management and completion of described services.
2. Will give the Coalition, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receiving the Coalition's approval.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728 – 4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, as amended, (P.L. 92-255) relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (P.L. 91-616), relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290 dd-3 and 290 ee-3), relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968, as amended, (42 U.S.C. 3601 et seq.) relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) any other non-discrimination statute(s) requirements that may apply to the application.
7. Will comply with, or has already complied with, the Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), requirements, which provide for treating fairly and equitably persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees for whom federal funds, in whole or in part, pay for their principal employment activities.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. ss.327-333) regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. ss. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. ss. 7401 et seq.); (g) protection of underground sources of drinking water under

the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. ss. 1271 et seq.) related to protecting the national wild and scenic rivers system's components or potential components.
13. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. s. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. ss. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. ss. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. ss. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "*Audits of States, Local Governments, and Non-Profit Organizations*."
18. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

#### **B. Assurances Construction Programs - OMB Standard Form SF 424D, If Applicable**

Note: Certain of these assurances may not be applicable to the Contractor's project or program. Please contact the Coalition with questions.

#### **C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction**

This certification, as required by Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), and 2 CFR Part 376 regarding "Debarment and Suspension", for prospective participants in primary covered transactions, no contract shall be made to parties listed on the government wide exclusions in the System of Award Management (SAM). This list contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.

The federal government imposes this requirement in order to protect the public interest, and to ensure that only responsible organizations and individuals do business with the government and receive and spend government grant funds.

Failure to adhere to those requirements may have serious consequences (e.g., disallowance of cost, termination of project or debarment). To assure that this requirement is met, there are four options for obtaining satisfaction that Contractors are not suspended, debarred or disqualified. The Contractor through the duly appointed undersigned representative, certifies, to the best of its knowledge and belief, that it, its principals or its officers-

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local governmental department or agency. The Federal Excluded Parties list is currently located at <https://www.sam.gov/> (Systems for Award Management) and also available passing through the Florida Department of Management Services website. The United States Department of Agriculture Food Program's National Disqualification List is available through the Florida Department of Health.
2. Have not, within a three-year period preceding the Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of

Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in this certification's paragraph 2; and
4. Have not, within a three-year period preceding the Contract, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to the Contract.

**D. Certification Regarding Lobbying – Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

In accordance with s. 216.347, F.S., the disbursement of grants and aids appropriations for lobbying is prohibited. Coalition may not authorize or make any disbursement of funds or aids appropriations pursuant to a Contract to any person or organization unless the terms of the Contract prohibit the expenditure of funds for the purpose of lobbying the legislature, the judicial branch or a state

agency. The provisions of this section are supplemental to the provisions of s. 11.062, F.S., and any other law prohibiting the use of state funds for lobbying purposes.

As the duly authorized representative of the Contractor, I certify to the best of my knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employees of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employees of Congress, or employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**E. Certification Regarding Drug-Free Workplace Requirements**

The Contractor will maintain a drug-free workplace and will comply with the requirements of the Drug-Free Workplace Act of 1988. Pursuant to the Drug-Free Workplace Act of 1988: 45 CFR Part 76 subpart F, ss. 76.630(c) and (d)(2), and 76.645(a)(1) and (b), the Contractor, through the duly appointed undersigned representative, attests and certifies that the Contractor will provide a drug-free workplace compliant with 41 USC 81, by the following actions-

1. Publishing a statement notifying employees that the Contractor prohibits unlawful manufacturing, distributing, dispensing, possessing or using a controlled substance in the Contractor's workplace and specifying the actions that the Contractor will take against employees for violating such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
  - a. The dangers of drug abuse in the workplace.
  - b. The policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation and employee assistance programs.

- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph 1 above.
- 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the Contract, the employee will:
  - a. Abide by the terms of the statement.
  - b. Notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- 5. Notifying Coalition in writing within ten (10) calendar days of receiving notice under subparagraph 4.b. from an employee, of the employee's conviction of a violation of a criminal drug statute in the workplace or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Contract Manager.
- 6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
  - b. Requiring such employee to participate satisfactorily in a drug assistance or rehabilitation program approved for such purposes by a federal, state or local, health, law enforcement, or other appropriate agency.
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

Notwithstanding the foregoing, it is not required to provide the workplace address under this Contract. The specific sites have been disclosed to the Coalition and the Parties agree not to require the specific addresses, with the understanding that if any of the identified places change during the performance of this Contract, the Contractor will inform the Coalition of the changes in writing within five (5) days of the change.

**F. Certification Regarding Convicted Vendor List and Discriminatory Vendor List (Public Entity Crimes)**

The Contractor hereby certifies, through the duly appointed undersigned representative, that neither it, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list or discriminatory vendor list pursuant to s. 287.134, Florida Statutes, all of which are located at the Florida Department of Management Services website:  
[http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists/convicted\\_vendor\\_list](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list)

The Contractor understands and agrees that it is required to inform the Coalition immediately upon any change of circumstances regarding this status.

**G. Certification Regarding Separation of Voluntary Prekindergarten Education Program and School Readiness Program Funds, Section 1002 Florida Statutes, as Amended, Section 1002.71(1) and (7) Florida Statutes and 45 C.F.R. § 98.54**

The Voluntary Prekindergarten Education Program (VPK) and the School Readiness (SR) programs are independent programs, funded by separate state and federal sources. All expenditures made and fiscal records maintained by the Contractor shall reflect the separation of the expenditure of funds.

The Contractor hereby certifies that:

All SR (Child Care Development Fund, Temporary Assistance to Needy Families, Social Services Block Grant and General Revenue) funds will be expended solely for the operation of the SR programs; and shall be distinctive and clearly identifiable in all fiscal records maintained by the Contractor. All state general revenue funds awarded for the operation of the Voluntary

Prekindergarten Education Program shall be used solely in the operation of the Voluntary Prekindergarten Education Program and shall be distinctively and clearly identifiable in all fiscal records maintained by the Contractor.

**H. Purchase of American-Made Equipment and Products**

The Contractor shall, with funds made available by this Contract, to the greatest extent practicable, purchase all American-made equipment and products (P.L. 103-333, the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995, section 507).

**I. Trafficking Victims Protection Act of 2000 – (TVPA)**

This Contract is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended [22 U.S.C. 7104(g)]. The following award term is hereby adopted and incorporated herein by reference as if fully set forth herein:

The United States Health and Human Services Administration for Children and Families Child Care and Development Fund Terms and Conditions require the Contractor to comply with section 106(g) of the Trafficking Victims Protection Act of 2000. In each Coalition Contract (i.e., grant or cooperative agreement) under which a private entity receives funding, section 106(g) of the Trafficking Victims Protection Act of 2000, as amended, requires the Coalition to include a condition that authorizes the Coalition to terminate the Contract, without penalty, if the Contractor (a) Engages in severe forms of trafficking in persons during the period of time that the Contract is in effect; (b) Procures a commercial sex act during the period of time that the Contract is in effect; or (c) Uses forced labor in the performance of the Contract or subcontracts under the Contract.

**J. Certification Regarding Environmental Tobacco Smoke – the Pro-Children Act of 2001**

The Pro-Children Act of 2001, 42 U.S.C. 7181-7184, imposes restrictions on smoking in facilities where federally-funded children’s services are provided. Health and Human Services (HHS) grants are subject to these requirements only if they meet the Act’s specified coverage. The Act specifically prohibits smoking in any indoor facility (owned or leased or contracted) where kindergarten, elementary, or secondary education or library services to children under the age of 18 routinely or regularly occur. In addition, the act prohibits smoking in any indoor facility or portion of a facility (owned, leased, or contracted) where federally-funded health care, child care, or early childhood development, including Head Start services, to children under the age of 18 routinely or regularly occur. The statutory prohibition also applies if such facility is constructed, operated, or maintained with federal funds. The statute does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where Women, Infants and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

**K. Subrecipient Monitoring**

The Contractor certifies that it has established and shall implement fiscal and programmatic monitoring procedures for its subcontractors.

**L. Certification Regarding Immigration Status**

The Contractor certifies that it agrees to comply with the provisions of section 432 of the Personal Responsibility and Work Opportunity Reconciliation Act (42 USC part 1611); ensuring that only individuals eligible for Child Care Development Fund (CCDF) services receive them.

**M. Certification Regarding Standards of Conduct**

The Contractor certifies that it shall comply with the provisions of 2 CFR §200.318, General Procurement Standards, regarding standards of conduct. It will establish safeguards, written policies and training procedures to prohibit employees and board members from using their positions for any purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

**N. Certification Prohibiting Distribution of Funds to the Association of Community for Reform Now (ACORN)**

To comply with Public Law 111-117, the Contractor may not distribute federal funds made available under this Contract to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, no federal funds may be provided to any covered organization as defined in House of Representatives (H.R.) 3571, the Defund ACORN Act.

**O. The Transparency Act (as defined by 2 CFR Part 170)**

The following award term is hereby adopted and incorporated herein by reference as if fully set forth herein: HHS now requires this program award to adhere to the Transparency Act's Sub-award and Executive Compensation reporting requirements (as 2 CFR Part 170 defines). Under the Transparency Act, the Contractor must report all sub-awards (as 2 CFR part 170 defines) more than \$25,000, unless exempted. Please see the Award Term for Federal Financial Accountability and Transparency Act at the USDHHS ACF website.

**P. Certification of Filing and Payment of Federal Taxes (Applicable if Contract Exceeds Five Million Dollars)**

As required by the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (Public Law 110-161, Division G, Title V, Section 523), as a prospective financial assistance recipient entering into a Contract of more than \$5,000,000, I, as the duly authorized representative of the applicant, do hereby certify to the best of my knowledge and belief, that:

1. The applicant has filed all Federal tax returns required during the (3) three years preceding this certification
2. The applicant has not been convicted of a criminal offense pursuant to the Internal Revenue Code of 1986 (U.S. Code – Title 26, Internal Revenue Code).
3. The applicant has not, more than 90 days prior to this certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

**Q. Equal Employment Opportunity (E.E.O.)**

The Contractor [and subcontractor(s)] shall comply with Executive Order 11246, Equal Employment Opportunity [30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 comp. p. 339], as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", and as supplemented by regulations at 41 CFR Part 60 "Office of Federal Contract Compliance Programs, Equal Opportunity, Department of Labor."

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.

**R. Clean Air Act and the Federal Water Pollution Control Act**

If this Contract is in excess of \$150,000, the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**S. Energy Efficiency**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

**T. Scrutinized Companies Lists Provisions and Certifications (Section 287.135, F.S.)**

A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S., or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with the Coalition for goods and services of \$1 million or more. A company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with the Coalition for a contract in any amount [s.287.135(2), F.S.].

If this Contract is for goods or services of one million dollars or more and entered into or renewed on or after July 1, 2011, then the Coalition may terminate this Contract at its sole option if the Contractor is found to have submitted a false certification as provided under s. 287.135(5), F.S., defines, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria [s.287.135(3)(b), F.S.].

If this Contract is entered into or renewed on or after July 1, 2018, then the Coalition may terminate this Contract at its sole option if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

In accordance with the provisions of s. 287.135(3) and s. 287.135(5), F.S., the Contractor, hereby certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or it does not have operations in Cuba or Syria and is not participating in a boycott of Israel. The Contractor further acknowledges and agrees the Coalition may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of this Contract.

**U. Omnibus Budget Reconciliation Act**

Section 654 of the Omnibus Budget Reconciliation Act of 1981as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation, or beliefs.

**V. Americans With Disabilities Act of 1990**

The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.

**W. Rights to Inventions**

Pursuant to s. 286.021, F.S., if a discovery or invention arises or is developed in connection with the use of federal/state funds, the Coalition 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 Contract are hereby reserved to the state of

Florida. The Contractor shall refer any such discovery to the Coalition. In addition, the Contractor is subject to applicable federal regulations governing patents and inventions, including governmentwide 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.," and any implementing regulations issued by the Coalition.

**X. Construction and Renovation of Facilities Using Program Funds**

The Contractor is aware that federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

**Y. Compliance with the Health Insurance Portability and Accountability Act (HIPPA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)**

The Health Insurance Portability and Accountability Act of 1996 requires that covered entities have and apply appropriate sanctions against members of their workforce who fail to comply with Privacy Policies and Procedures of the entity or the requirements of 45 CFR § 164.530(e)(1). The Health Information Technology for Economic and Clinical Health Act, as part of the American Recovery and Reinvestment Act of 2009, expanded HIPPA's scope to apply to business associates, implements certain privacy requirements, expands notification requirements due to breaches of Public Health Information, outlines restrictions on the sale and disclosure of Public Health Information, and provides for periodic audits, formal investigation complaints, and civil monetary penalties. Accordingly, it is the intention of the Coalition to seek to ensure the confidentiality and integrity of consumer or employee protected health information (PHI) as required by law, professional ethics, and accreditation or licensure requirements. The Coalition requires compliance with all applicable provisions of HIPPA and HITECH. Any person or entity that performs or assists the Coalition with a function or activity involving the use or disclosure of individually identifiable health information (IIHI) and/or PHI shall comply with the Health Insurance Portability and Accountability Act (HIPPA) of 1996 and the Health Information

Technology for Economic and Clinical Health Act (HITECH) of 2009. HIPPA mandates privacy, security and economic transfer standards which include but are not limited to:

1. Use of information only for performing services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent unauthorized disclosures;
3. Reporting to the Coalition of any unauthorized use or disclosure;
4. Assurances that any agents and subcontractors of Contractor agree to the same restrictions and conditions that apply to the Contractor and provide reasonable assurances that IIHI/PHI will be held confidential;
5. Making PHI available to the consumer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Coalition for an accounting of any authorized and unauthorized disclosures; and
8. Making all internal practices, books and records related to PHI available to the Coalition for compliance audits.

PHI shall be maintained in its protected and confidential status regardless of the form or method of transmission (paper records and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including, specifically, a description of the types of uses and disclosures that may be made with PHI.

HITECH imposes additional regulation, which include but are not limited to:

1. Violations of the HIPPA privacy and security rules can be enforced directly against business Associates;
2. Removal of certain identifiers of an individual or of relatives, employers, or household members of the individual to prevent breaches of requirements;
3. Expanded notification requirements due to breaches of an individual's PHI, obligating covered entities and business associates to notify individuals of breaches of their PHI;
4. Restrictions on the sale and disclosure of an individual's PHI;
5. Imposition of a "minimum necessary" standard regarding collection of information;
6. Requirement of periodic audits and formal investigation complaints, and the potential imposition of monetary penalties.



Business associates will be required to indemnify the Coalition from and against any and all claims, losses, liabilities, costs and other expenses resulting from or relating to the acts or omissions of the business associate in connection with the Business Associate's obligations and responsibilities under HIPPA and HITECH.

Customer and employee PHI shall be regarded as confidential and may not be used or disclosed except to authorized persons for authorized purposes. Access to PHI shall only be permitted for direct customer care, approved administrative or supervisory functions or with approval of the appropriate Contractor staff designated as the Privacy Officer, Executive Director or Human Resource Director by the Contractor.

## **Z. Compliance with Sarbanes-Oxley Act**

The Contractor shall comply with the following provisions of the Sarbanes-Oxley Act:

1. Contractor agrees not to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation;
2. Contractor agrees not to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse.

## **AA. Certification Regarding Nondiscrimination and Equal Opportunity Assurance**

As a condition of this Contract, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1988 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted programs;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contractor also assures that it will comply with 29 C.F.R. Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I – financially assisted program or activity. The Contractor understands that the Coalition and the United States has the right to seek judicial enforcement of the assurances.

## **BB. Davis-Bacon Act, As Amended (40 U.S.C. 276a, et.seq.)**

When required by Federal program legislation, (all prime construction contracts in excess of \$2,000 awarded by the Coalition) the Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The recipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The recipient must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the

United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**CC. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)**

Where applicable, (all construction or repair contracts awarded by the Coalition in excess of \$2,000) the Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by the Department of Labor (29 CFR Part 3), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**DD. Bird Anti-Lobbying Certification (31 U.S.C. 1352)**

If this Contract is in excess of \$100,000, the Contractor must comply with federal laws that restrict lobbying including the Bird 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 by 49 CFR part 20, "New Restrictions on Lobbying."

Each tier (Contractor) certifies to the tier above (Coalition) that it will not and has not used the 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 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.

**EE. Contract Work Hours and Safety Standards Act**

Where applicable, (all contracts awarded by the Coalition in excess of \$2,000 for construction, repairs and improvements and all contracts awarded by the Coalition in excess of \$100,000 that involve the employment of mechanics or laborers) the Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**FF. Procurement of Recovered Materials**

The Contractor agrees that any non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors, must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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**END OF PROPOSAL PACKAGE**

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