November 20 2026

Prospective Proposers

RFP 2027-01: Event Planning Services

Addendum #3

This addendum is considered to be part of RFP Number 2027-01. All other terms of the RFP remain unchanged and in effect. This addendum is intended to provide additional information and/or to change requirements in the above-referenced RFP.

1. The RFP states no estimated contract value or not to exceed amount. Has an overall budget or anticipated funding range been established for the conference, including professional planning services? Is there a maximum or anticipated budget for the total conference and/or a separate budget for the event planning and management professional services?

   Response: This is the first year ELCNWF is doing this conference; we are seeking to coordinate with professional services to determine conference needs. As such, we are unsure of overall project costs, and do not currently have a budget. Costs will be taken into consideration when searching for venues and vendors.

2. Please confirm which conference costs fall inside the proposed price under Section 3.1 and Section 5.1(5), and which ELCNWF pays directly. Should our proposal price include all third-party conference costs (venue, audiovisual services, caterer, speakers, attendee/speaker accommodation, travel, registration platform, printing and supplies), or may those expenses be itemized separately and paid directly or reimbursed by ELCNWF? Please clarify whether projected sponsorship revenue should offset the proposed cost.

   Response: If sponsorships can be attained, they can be used to offset costs. ELCNWF's preference is for a flat-rate fee for professional management services; proposers will negotiate third-party vendor costs, to which the Coalition will then sign a contract and pay vendors directly.

3. Will the Coalition sign contracts and pay vendors directly, or must the consultant contract with vendors and advance deposits? Who will be responsible for cancellation charges and other financial commitments?

Response: The Coalition will sign contracts and pay vendors directly.

4. Are vendor markups or commissions permitted, and how should discounts be shown?

   Response: No, vendor markups and commissions are not permitted. Any and all discounts can be included as relevant in the total budget line items (in-kind, etc.)

5. Is there an established sponsorship revenue goal, existing sponsor relationships, or a sponsorship program that the selected firm would be expected to manage and expand?

   Response: There is no established revenue goal, as this is the first year of this conference. ELCNWF's preference is for proposers to bring their own existing sponsor relationships relevant to this project.

6. Is there a fundraising target or minimum sponsorship commitment? Will ELCNWF provide existing sponsor relationships and approved sponsorship packages? Who receives sponsorship funds and fulfills benefits, and does the event budget depend on securing sponsorship? How should the proposed event budget account for sponsorship revenue that has not yet been secured?

   Response: See responses to questions 1 and 5.

7. Has the Coalition identified any preferred dates, potential venues, or preliminary programming for the January 2028 conference, or would the selected firm be developing these components from the ground up? Are there target numbers of concurrent sessions, keynote speakers, exhibitors, or workshops for the two-day conference, beyond the anticipated 300-400 attendees? Should consultants obtain preliminary venue and vendor estimates before submitting a proposal?

   Response: No dates, venues, or preliminary programming have been determined. Estimates are not expected with the submitted proposal; however, proposers are encouraged to obtain preliminary venue and vendor lists if possible.

8. Should bidders price two consecutive days or propose the schedule? Are there existing venue or vendor commitments to incorporate?

   Response: Two consecutive days. There are no existing venue or vendor commitments.

9. Would ELCNWF pay or advanced required venue/vendor deposits, or would the contractor be expected to front those costs? Is a milestone-based payment schedule permitted, given that Section 4 provides for payment following accepted deliverables? Will the Coalition accept monthly payments for completed planning deliverables before the conference? What payment schedule should applicants assume?

    Response: The Coalition will cover upfront costs/deposits and negotiate a payment schedule with the awarded vendor.

10. How will advance deposits be funded, what invoice-payment interval should bidders assume, and who bears cancellation or postponement costs? Is a proposed service agreement available?

    Response: Cancellation and postponement costs should be minimized and negotiated with selected vendors/locations on behalf of the Coalition. 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.

11. Has this provider conference been held previously, and is there a current or prior provider for these services? Are historical attendance, sponsorship, and event budget figures available to help inform our proposal? If a new vendor is selected, will ELCNWF provide prior conference materials, such as attendance records, session evaluations, and sponsor lists, and at what point in the timeline?

    Response: This provider conference has not been held before. No material or attendance records are available to share.

12. What programming, speakers and materials will ELCNWF supply, and what should the consultant develop or source? Please clarify responsibility for speaker recruitment and contracting, marketing, registration technology, AV, accessibility, continuing-education documentation and post-event reporting. Are family activities or childcare expected? Must subcontractors be identified in the proposal, and are they subject to ELCNWF approval or to the vendor list restrictions in Section 2.2.

Response: To be determined. Recruitment is collaborative between the Coalition and the selected proposer. No subcontractors are permitted.

13. What attendee and speaker room counts and nights should bidders assume? Will attendees pay for their own lodging? Who will sign hotel agreements and bear deposits, cancellation and room-block attrition charges?

    Response: The number of rooms has not been determined. Hotel needs will be discussed with the awarded proposer.

14. What staff or volunteers will ELCNWF provide? Are there minimum consultant staffing levels, required site visits or recurring in-person meetings? May bidders use qualified subcontractors?

    Response: No subcontracts are permitted. Staff and volunteers will be determined based on conference needs. Site visits and recurring meetings will be required.

15. Are there required interim milestones for venue selection, program approval, registration or sponsorship? What approval process and turnaround should the proposed schedule accommodate?

    Response: Can be negotiated upon award of contract.

16. Is prior Northwest Florida nonprofit experience an eligibility requirement or a scored qualification? May comparable work elsewhere qualify, including work performed by proposed personnel through prior employers? What Florida registration documents are required at submission for an out-of-state business? May the five references combine client and professional references, and are there requirements for recency, geography, or event size?

    Response: Prior Northwest Florida nonprofit and early learning experience is preferrable. Proposers must include all documents outlined in Section 5.1. Exclusion of any mandatory attachments or technical qualification documents will result in an automatic rejection of the proposal.

17. Section 5.1(4)(g) requires a current certificate of general liability insurance coverage with the proposal, but the RFP states no coverage amounts. What minimum general liability limits are required? Must the certificate of insurance accompany the proposal, or can the selected contractor provide an updated certificate before contract execution? What minimum coverage limits, additional-insured endorsements and policies beyond general liability will the contract require? Are any other lines required, such as professional liability, workers compensation, or

automobile, and are additional insured or waiver endorsements required? Must certificates for all required lines be included with the proposal, or are lines other than general liability due at contracting?

Response: There are no prescribed minimum limits, however, refer to the attached PO Terms and Conditions document for additional information. Insurance can be obtained if and when ELCNWF selects the proposer to award a contract to.

18. Section 2.9 states that responses must comply with a page limit of 10 pages. Section 5.1 also requires a title page, a table of contents, the Appendix B application, and the mandatory attachments in Section 5.1(6), including Exhibits 1 and 4 through 12, the articles of incorporation, and the good standing certificate. Which materials count toward the ten-page limit, including the application, budget, references, biographies, mandatory exhibits and corporate or insurance documents? May supplied form retain their existing formatting? Does the 10-page proposal limit include required forms, resumes, references, and supporting documents, or does the limit apply only to the narrative response?

    Response: The 10-page limit is applicable to section 3.2 Proposer Technical Qualifications.

19. Appendix A identifies an IT-services solicitation; will a corrected appendix be issued?

    Response: Please see the updated Appendix A attached.

20. Florida certificate of good standing: Sections 5.1(4)(f) and Exhibit 2, item 15, require a current Florida Department of State good-standing certificate, with the latter listed as a pass/fail item. How recent must the certificate be to count as current? Must it be dated on or before the November 30 deadline, or would ELCNWF accept a certificate issued after submission but before award if a proposer's good standing is restored during that window? For an established Wisconsin LLC permitted to submit a proposal, must the company register as a Florida foreign LLC and obtain a Florida certificate before the proposal deadline? Would a Wisconsin certificate be acceptable at proposal stage, with Florida registration completed before contract award if selected?

    Response: All required documents are due with submitted proposals. Please reference Exhibit 12 for additional state requirements.

21. Organizational documents by entity type. Section 5.1(4)(f) asks for Articles of Incorporation, while Section 5.1(6)(k) lists “Articles of Incorporation/Organization.” Please confirm that a limited liability company submits its Articles of Organization in place of Articles of Incorporation. For a proposer organized outside Florida, is the Florida certificate of good standing still required, or is a home state certificate with Florida foreign qualifications acceptable?

    Response: Articles of Organization will be accepted.

22. May comparable conference work for Wisconsin nonprofits, government agencies, and community organizations fulfill the experience and five reference requirements if the proposer has not previously delivered events in Northwest Florida?

    Response: Proposals should showcase the ability to understand the landscape of early learning in the Northwest Florida region.

23. May a non-Florida proposer execute and notarize required affidavits before a Wisconsin notary and submit the signed documents electronically?

    Response: Yes.

24. Please confirm that the November 30 submission deadline is 1:00 p.m. local Central time (CST).

    Response: ELCNWF confirms that all proposals are due by 1:00 P.M. CST on December 7, 2026.

25. Who will manage promotional materials, email outreach, social media, paid advertising, and attendee recruitment? Will the Coalition provide contact lists and communication channels? Is the consultant responsible for achieving a minimum attendance target?

    Response: This will be completed in collaboration with the Coalition.

26. Will attendance be free or paid? Will the Coalition provide a registration platform, or should the consultant include one? Who will collect registration fees and handle refunds, if applicable?

    Response: The selected proposer will include and manage the registration platform; the proposer will collect attendance fees and distribute them to the Coalition.

27. What planning, administrative, and on-site support will the Coalition provide? Should the consultant budget for all additional personnel, or will Coalition staff and volunteers assist with registration, room coordination, and other conference duties?

    Response: See response to question 14. Will discuss with vendors as needed.

28. What are the expectations for the number of sessions, concurrent tracks, keynote speakers, and daily conference hours? Will the Coalition identify or approve speakers, and should speaker fees and travel be included in the proposal? Are continuing education credits or approved training hours required, and who will manage this process?

    Response: To be discussed with the awarded vendor.

29. What meals and refreshments should be provided? For accommodations, is the expectation to arrange room blocks or also pay for rooms? Are interpretation, accessibility services, transportation, or childcare expected?

    Response: To be discussed with the awarded vendor.

30. Who will serve as the project manager and final decision-maker? What frequency of planning meetings, site visits, and progress reporting should be included, and which activities must occur in person?

    Response: The project manager and meeting frequency will be determined upon award of contract.

31. Beyond attendance documentation and the conference summary, what evaluations, financial reports, or other final products are expected?

    Response: To be determined once awarded.

32. Please clarify whether independent consultants and single-member LLCs are eligible.

    Response: Yes, provided none are billed to the Coalition.

33. Eligible Proposer types. Section 1.2 describes the procurement as a contract for a qualified Event Plannng Consultant, and Appendix B lists applicant types as Private Not-for-Profit Corporation, Private For-Profit Corporation, Public/Govt., and Other. May an individual or sole proprietor submit under “Other (specify)”?

    Response: See response to question 32.

34. Section 3.2, item 2 asks for the number of years in business in the United States and in Florida, but states no minimum. Is there a minimum years in business requirement? Item 2(a) also asks whether the proposer has an office in the seven county service area. Is a service area office required, or only reported?

    Response: The Coalition has no minimum requirements but will consider total number of years of experience combined with qualified references. Service area office is not required but should be reported.

35. Exhibit 3 awards 15 points where "all pricing provided reflect applicable discounts." What discounts does ELCNWF consider applicable for this factor? Section 2.9 also lists narrative factors such as quality of service, operating characteristics, and administrative capability. Are those factors scored only through the Exhibit 3 criteria, or separately?

    Response: Discounts are not required to obtain full scoring points; however, all applicable discounts should be documented in the budget.

36. Section 1.2 states that initial contract runs February 1, 2027 through March 1, 2028, and that renewals are contingent on availability of funds, satisfactory performance, and ELCNWF's discretion. How many renewals are contemplated, for what period each, and would a renewal cover a subsequent provider conference? Would renewal pricing follow the prices in the initial proposal?

    Response: ELCNWF does not anticipate renewing this contract. The language in Section 1.2 is standard boilerplate used in all procurement and contract documents and will allow for renewal, if applicable.

Attention to all proposers, if you have already submitted your proposal, you may augment your response via addendum, as necessary.

Thank you for your interest in this proposal.

Sincerely,



Micaylee Clayton
Grants & Contracts Specialist

APPENDIX "A"
RFP # ELCNWF 2027-01
Event Planning Services

APPLICATION TIMETABLE / IMPORTANT DATES *

ACTIVITY	DATE	TIME	LOCATION
Release of RFP for Event Planning Services RFP # ELCNWF 2027-01	October 28, 2026	N/A	Notice of RFP will be posted on the ELC website and MyFloridaMarketPlace
All written inquiries to be received.	No later than November 10, 2026	5:00 PM CDT	Early Learning Coalition of Northwest Florida Attn: Micaylee Clayton Micaylee.clayton@elcnwf.org
Early Learning Coalition's response to inquiries	November 13, 2026	By 5:00 PM CDT	Response to inquiries will be posted on the ELC website and sent via email.
SUBMISSION OF APPLICATIONS	**December 7, 2026**	**1:00 PM CDT**	**Early Learning Coalition of Northwest Florida** **Attn: Micaylee Clayton** **Micaylee.clayton@elcnwf.org**
Initial opening of applications	December 7, 2026	1:05 PM CDT	Early Learning Coalition of Northwest Florida 3009 Highway 77, Suite F Panama City, FL, 32405
Proposal review period for Evaluation Committee	December 7 – December 21, 2026	N/A	Early Learning Coalition of Northwest Florida
Grants & Contracts Specialist to compile, review, and finalize results to be included with January 2027 Board meeting packet	December 21, 2026	N/A	Early Learning Coalition of Northwest Florida
Board review and approval of Evaluation Committee's recommendation	January 13, 2027	11:00 AM CST	Early Learning Coalition of Northwest Florida
Anticipated posting of Notice of Award	January 14, 2027	By 5:00 PM CST	Notice of Award to be posted on ELC website and sent via email
Initiation of contract negotiations	TBD	N/A	TBD
Effective Date of Contract	February 1, 2027	N/A	N/A

All dates and events are subject to change at the discretion of ELCNWF.

Purchase Order
Terms & Conditions
Effective January 3, 2024

Section 1. Purchase Order.

A. Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Agency within the manner and at the location specified in the Purchase Order, and any attachments to the Purchase Order. These Purchase Order Terms and Conditions, whether generic or specific, shall take precedence over any inconsistent or conflicting provision in the State of Florida, General Contract Conditions, PUR 1000. Additionally, the terms of the Purchase Order supersede the terms of any and all prior agreements with respect to this purchase.

B. Initial Term.
Unless otherwise specified, the Purchase Order begins on the date of issuance. Contractual services or commodities to be provided by the Contractor shall be completed by the date specified on the Purchase Order end date.

Section 2. Performance.

A. Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Purchase Order. The Agency shall be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Agency, or of other agencies involved in the project on behalf of the Agency.

B. Performance Deficiency.
If the Agency determines that the performance of the Contractor is unsatisfactory, the Agency may notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Agency. The Contractor shall provide the Agency with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Agency, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Agency for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

Section 3. Payment and Fees.

A. Payment Invoicing.
The Contractor will be paid upon submission of properly certified invoice(s) to the Agency after delivery and acceptance of commodities or contractual services is

confirmed in writing by the Agency. Invoices shall contain detail sufficient for audit thereof and shall contain the Purchase Order and the Contractor's Federal Employer Identification Number or Social Security Number.

B. Payment Timeframe.

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

C. MyFloridaMarketPlace Fees.

The following language is included pursuant to rule 60A-1.031, Florida Administrative Code:

> The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. Payments issued by Agencies or Eligible Users to Vendors for purchases of commodities or contractual services are subject to Transaction Fees, as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors shall submit monthly reports required by the rule. All reports shall be subject to audit. Failure to pay Transaction Fees or submit reports shall constitute grounds for default and exclusion from business with the State of Florida.

D. Payment Audit.

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

E. Annual Appropriation and Travel.

Pursuant to section 287.0582, F.S., if the Purchase Order binds the State or an executive agency for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, F.S.

Section 4. Liability.

A. Indemnity.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Purchase Order, as well as for any determination arising out of or related to the Purchase Order, that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Agency. The Purchase Order does not constitute a waiver of sovereign immunity or consent by the Agency or the State of Florida or its subdivisions to suit by third parties.

B. Payment for Claims.

The Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee or delegate in connection with the Purchase Order.

C. Liability Insurance.

The Contractor shall maintain insurance sufficient to adequately protect the Agency from any and all liability and property damage/hazards which may result from the performance of the Purchase Order. All insurance shall be with insurers qualified and duly licensed to transact business in the State of Florida. If required by the Agency and prior to commencing any work the Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in full force and showing the Agency to be an additional insured.

D. Workers' Compensation.

The Contractor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law.

E. Performance Bond.

Unless otherwise prohibited by law, the Agency may require the Contractor to furnish, without additional cost to the Agency, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Agency shall determine the type and amount of security.

Section 5. Compliance with Laws.

A. Conduct of Business.

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the

Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

B. Lobbying.
In accordance with sections 11.062 and 216.347, F.S., the Purchase Order funds are not for the purpose of lobbying the Legislature, the judicial branch, or an Agency. Pursuant to subsection 287.058(6), F.S., the Purchase Order does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Purchase Order, after the Purchase Order's execution and during the Purchase Order's term.

C. Gratuities.
The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State officer or 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 State officer or employee.

D. Cooperation with Inspector General.
Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, 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 Purchase Order. The Contractor shall retain such records for three (3) years after the expiration of the Purchase Order, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results 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.

E. Public Records.
To the extent required by the Florida Public Records Act, Chapter 119, F.S., the Contractor shall maintain and allow access to public records made or received in

conjunction with the Purchase Order. The Purchase Order may be terminated for cause by the Agency for the Contractor's refusal to allow access to public records.

F. Communications and Confidentiality.

The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning the Purchase Order or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Agency's Contract Manager or the Agency's designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Purchase Order and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Agency's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

G. Intellectual Property.

Unless specifically addressed in the Purchase Order, intellectual property rights to all property created or otherwise developed by the Contractor for the Agency will be owned by the State of Florida through the Agency at the completion of the Purchase Order. Proceeds to any Agency derived from the sale, licensing, marketing or other authorization related to any such Agency-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

H. Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Purchase Order with any Agency.

Section 6. Termination.

A. Termination for Convenience.

The Purchase Order may be terminated by the Agency in whole or in part at any time in the best interest of the Agency. If the Purchase Order is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Purchase Order price as the amount of work satisfactorily performed. All work in progress shall become the property of the Agency and shall be turned over promptly by the Contractor.

B. Termination for Cause.

If the Agency determines that the performance of the Contractor is not satisfactory, the Agency shall have the option of (a) immediately terminating the Purchase Order, or (b)

notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Purchase Order will be terminated at the end of such time, or (c) take other action deemed appropriate by the Agency.

Section 7. Subcontractors and Assignments.

A. Subcontractors.
The Contractor shall not subcontract any work under the Purchase Order without the prior written consent of the Agency. The Contractor is fully responsible for satisfactory completion of all subcontracted work.

B. Assignment.
The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Purchase Order without the prior written consent of the Agency. In the event of any assignment, the Contractor remains secondarily liable for performance of the Purchase Order, unless the Agency expressly waives such secondary liability. The Agency may assign the Purchase Order with prior written notice to the Contractor.

Section 8. RESPECT and PRIDE.

A. RESPECT.
In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of the Purchase Order 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 DEEMED 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.

B. PRIDE.
In accordance with subsection 946.515(6), F.S., if a product or service required for the performance of the Purchase Order 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 THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

Section 9. Miscellaneous.

A. Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Agency and are not entitled to the benefits of State of Florida employees. The Agency shall not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Purchase Order.

B. Governing Law and Venue.

The laws of the State of Florida shall govern the Purchase Order. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Purchase Order. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Agency.

C. Waiver.

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

D. Modification and Severability.

The Purchase Order may only be modified by a change order agreed to by the Agency and the Contractor. Should a court determine any provision of the Purchase Order is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Purchase Order did not contain the provision held to be invalid.

E. Time is of the Essence.

Time is of the essence with regard to each and every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

F. Background Check.

The Agency may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background check as directed by the Agency. The cost of the background check(s) shall be borne by the Contractor. The Agency may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results.

G. E-Verify.

The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

H. Commodities Logistics.

The following provisions shall apply to all Purchase Orders unless otherwise indicated in the contract documents:

1) All purchases are F.O.B. destination, transportation charges prepaid.
2) Each shipment must be shipped to the address indicated on the face of the Purchase Order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the Purchase Order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph shall also apply to any third party who ships items on behalf of the Contractor.
3) No extra charges shall be applied for boxing, crating, packing, or insurance.
4) The following delivery schedule shall apply: 8:00 AM – 4:00 PM, Monday through Friday, excluding legal holidays.
5) If delivery to the specified destination cannot be made on or before the specified date, notify the Agency immediately using the contact information provided in the MyFloridaMarketPlace system.
6) The Agency assumes no liability for merchandise shipped to other than the specified destination.
7) Items received in excess of quantities specified may, at Agency's option, be returned at the Contractor's expense. Substitutions are not permitted.

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