

RFQ # 2018-IT

Request for Quote for: MANAGED INFORMATION AND TECHNOLOGY SERVICES

ISSUED ON OCTOBER 30, 2018
SERVICES STARTING JANUARY 1, 2019 THROUGH DECEMBER 31, 2019
WITH TWO POTENTIAL RENEWALS

RESPONSES DUE BY: DECEMBER 3, 2018
NO LATER THAN 3:00 P.M., EASTERN STANDARD TIME

ORGANIZATION SEEKING QUOTES:

EARLY LEARNING COALITION OF THE BIG BEND REGION, INC.
2639 NORTH MONROE STREET, BUILDING C-300, TALLAHASSEE, FL 32303

ANY ALTERATION OF THE LANGUAGE OF THIS RFQ OR ANY REPRESENTATION OF MODIFIED LANGUAGE AS THE OFFICIALLY RELEASED RFQ WILL NOT BE PERMITTED AND WILL BE SUFFICIENT CAUSE FOR REJECTION OF A QUOTE. IN CASE OF ANY DISPUTE CONCERNING THE TERMS OR LANGUAGE IN THIS DOCUMENT, THE COALITION PRINTED FILE COPY OF THIS RFQ WILL PREVAIL. **PLEASE REFER TO RFQ #2018-IT.**

Early Learning Coalition of the Big Bend Region, Inc.
Request for Quote (RFQ) to Provide Managed Information and Technology Services

I. INTRODUCTION

The EARLY LEARNING COALITION OF THE BIG BEND REGION, INC. (Coalition) located at 2639 North Monroe Street, Building C-300, Tallahassee, FL 32303 will accept Quotes with Statements of Qualifications for Managed IT Services and Offsite Backup/Disaster Recovery Services from qualified Information and Technology firms. Please consider this communication a formal Request for Quote (RFQ), responses to which will be used to determine the best-qualified firm for these services and will be the basis for negotiating a contract.

The Coalition is a not-for-profit corporation organized under the laws of the state of Florida and has been determined exempt by the Internal Revenue Service under the provisions of IRS Code, Section 501(c)(3). The Florida Office of Early Learning has certified the Coalition as a local early learning coalition for the purposes of implementing programs authorized by Florida Statute Chapter 1002. Our principal function is the provision of oversight and policy guidance to the early childhood School Readiness and Voluntary Prekindergarten Education systems in Gadsden, Jefferson, Leon, Liberty, Madison, Taylor and Wakulla Counties, Florida.

Contracted Managed IT and Back-up/Disaster Recovery Services are estimated to begin January 1, 2019, through December 31, 2019, with possible renewals to include years ending on December 31, 2020, 2021 and 2022.

Renewal: Any contract resulting from this RFQ will be based on an initial 12-month contract with a possible three (3) options to renew. Renewals shall not be automatically renewed annually, but be contingent upon the availability of funds, satisfactory performance evaluations by the Coalition, and at the discretion of the Coalition. Renewal of contract must be in writing 30 days prior to the contract end date and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. The price of the commodity or contractual service to be renewed must be specified in the quote, proposal, or reply, except that an agency may negotiate lower pricing. A renewal contract may not include any compensation for costs associated with the renewal.

II. DESCRIPTION OF ENVIRONMENT AND EXISTING INFRASTRUCTURE

The Early Learning Coalition of the Big Bend Region, Inc. currently has 45 staff on site including 45 staff with off-site ability to access the Coalition's Network. The Coalition also maintains a website, with Twitter and Facebook applications.

SERVERS

Name and OS	P or V	Role
ELC-DC3 - Windows Server 2016	P	DC/DHCP/DNS
ELC-DC2 - Windows Server 2012 R2	V	DC/DNS
ELC-DC1 - Windows Server 2008 R2	V	DC/DNS
ELC-RDGATE - Windows Server 2012 R2	V	RDS Gateway
ELC-TERM1 - Windows Server 2008 R2	V	RDS
ELC-FileServer - Windows Server 2008 R2	V	File
ELC-APPS1 - Windows Server 2008 R2	V	Accounting
ELC-Scans - Windows Server 2008 R2	V	Laserfiche Archive
ELC-DEV - Windows Server 2008 R2	V	SQL Server
ELC-SCANS2 - Windows Server 2012 R2	V	Laserfiche Server
ELC-Print - Windows Server 2012 R2	V	Print Server
ELC-CUCM - Cisco Call Manager 12.0	V	Call Manager
ELC-CUC - Cisco Unity Connection 12.0	V	Voicemail
ESXI-R740 - ESXi 6.7.0	P	Hypervisor
ELC-Voice-ESXi1 - ESXi 6.0	P	Hypervisor

Virtual Servers

There are 13 virtual servers hosted at the main office that serve the core business functions of the ELC.

Physical Server

The main office consists of three (3) physical servers. A Dell PowerEdge R740 serves as the ESXi Server, a Dell PowerEdge R330 is a physical domain controller and the last physical server is a Cisco UCSC-C220-M4S that hosts the phone system voicemails.

All servers and network equipment are provided surge protection and battery backup using an APC Symetra UPS unit.

Email

Office 365 hosted cloud-based Exchange using a combination of Office 365 Business Premium and Office 365 Business Essentials licenses. 107 total mailboxes are in use which includes employee, resource, and shared mailboxes.

Other Servers

Cisco Call Manager and Cisco Unity Connection virtual servers provide the on-premise PBX solution. The solution includes automated call handlers, direct-inward-dial extension, hardware audio conferencing bridges and voicemail to email.

Desktop

There are fifty-two (52) workstations for staff, three (3) workstations for meeting rooms, and nine (9) work stations for parents in the lobby.

Printers/Scanners

There are eight managed Konica Minolta Business Class multi-function copiers. Desktop scanners are also in use.

Laptops/Tablets

- 15 Laptops
- 6 Surface Pro 4
- 10 Surface Pro 3
- 12 Amazon Fire Tablets

Remote/VPN

Users access their desktop PC's using Remote Desktop Services on their remote devices (i.e., laptops, Surface Pro tablets).

Backups

All production servers are backed up locally and offsite using a Datto backup appliance and service.

Security/AV Software

Webroot SecureAnywhere is installed on all machines and servers.

Web Filter

Internet traffic is filtered by a Barracuda Web Security Gateway.

Firewall

Three (3) Cisco ASA 5506-X firewalls and a Cisco UC540.

Wireless

Cisco WLC Controller with three (3) access points.

Switches

Four (4) Cisco 2960-X switches in a stacked configuration.

Phones

Cisco Call Manager and Cisco Unity Connection Servers with 50 Cisco handsets.

Internet Service Providers

Comcast Business Class – Gadsden, Madison

Century Link - Wakulla

Uniti Fiber - Tallahassee

Workstations

All production Desktops and Laptops are currently running Windows 7 Pro or Windows 10 Pro.

Software

- Windows
- Microsoft Office
- Adobe Acrobat
- Abila MIP
- Laserfiche
- Provider Portal (Cloud Hosted)

- Parent Portal (Cloud Hosted)
- Coalition Portal (Cloud Hosted)

III. SCHEDULE OF EVENTS AND DEADLINES*

ACTIVITY	DATE	TIME	LOCATION
Request for Quote Advertised	Tuesday, October 30, 2018	11:00 AM	www.elcbigbend.org/News (RFQ# 2018-IT)
Intent to submit due to the Coalition	Monday, November 5, 2018	3:00 PM	email to thodge@elcbigbend.org
Written inquiries must be received by the Coalition	Monday, November 12, 2018	3:00 PM	email to thodge@elcbigbend.org
Coalition issues written responses to inquiries	Monday, November 19, 2018	3:00 PM	Posted at: www.elcbigbend.org/News (RFQ# 2018-IT)
Quotes must be received by the Coalition	Monday, December 3, 2018	3:00 PM	email to thodge@elcbigbend.org
Posting of intent to award	Within 24 hours after decision is reached	For 72 hours	www.elcbigbend.org/News
Anticipated effective date of Contract	January 1, 2019		

*** Times and locations are subject to change. Applicants who have submitted a "Notice of Intent to Submit" will be notified of any changes made to the Schedule of Events. Changes will be posted at <https://www.elcbigbend.org/News>.**

Point of Contact:

The **sole** point of contact for purposes of this RFQ is:
 Tracie Hodge, Chief Financial Officer
 Email: thodge@elcbigbend.org

INFORMATION WILL NOT BE PROVIDED BY TELEPHONE. Any information received through oral communication shall not be binding on the Coalition and shall not be relied upon by any respondent.

IV. SOLICITATION PROCESS

Should you be interested in providing these services, please include the following information in your response:

A. Notice of Intent to Submit a Quote

Vendors are required to submit a Notice of Intent to Submit a Quote form (**Attachment A**) which bears the original signature of an authorized agent of the Proposer no later than the date specified on Section III to the Point of Contact and location listed in Section III. The submission of the Notice of Intent will allow the Coalition to forward any notices of action appropriately. Failure to submit a Notice of Intent by the deadline will render the proposer's reply non-responsive and will result in rejection of the respondent's quote.

B. Firm Philosophy in Providing Services to Early Learning Coalitions

1. Provide a brief description of your IT Firm, including year established and number of years your company has been offering managed services and application support.
2. Provide the address of the local office from which the IT Services will be conducted.
3. Describe the engagements your firm currently has in the School Readiness program and/or with non-profit entities similar in size and complexity to the Coalition. If partners or other employees serve in an advisory capacity on any Early Learning Coalition or other non-profit groups, please list such positions.
4. Describe your firm's hiring philosophy and the levels of individuals who will be assigned to this engagement. Specifically explain how your firm will provide continuity of staff for the Coalition's IT needs.
5. Describe relevant experience of key staff and management personnel. Describe the qualifications and relevant experience of the levels of staff that would be assigned to this project by providing short background information for those staff members.

*As a Federal and State funded agency, we require FDLE Level 2 background checks on any individuals who may be working or have access to our system; this includes fingerprinting. Vendor will be required to cover the costs of the Background screenings. Details to be provided upon award.

C. Managed Services

1. Describe your Service Level Agreements
2. Describe your support for hours of operation
3. Describe your emergency support and disaster recovery options
4. Is your support all-inclusive? If not, what is not included?
5. Do in-person response, review, and other contact rotate among support staff?
6. Who is responsible for managing, monitoring and responding to systems?
7. What is your process for reporting on the following:
 - o Networking monitoring and vulnerability assessments report
 - o Security user access reviews, both network and application
 - o Intrusion Detection and Prevention Reports
 - o Report showing servers and data are backed up daily
 - o Notification rules when a breach occurs
 - o Firewall Rules (e.g., what are they restricting)

- Report showing all workstation and servers are current with the virus/malware definitions
 - Report on what internet sites are being restricted or allowed
8. In what instances would the Coalition incur extra costs?
9. What kind of insurance coverage does the company have? Are you willing to name the Early Learning Coalition of the Big Bend Region as an additional insured? Please include a copy of your current certificate of insurance.
10. What are your plans for ensuring compliance with information security standards (i.e., ANSI, FIPS, FITSMA, HIPPA, PPI, PPII, NIST, not inclusive)?
11. Explain your process for handling special requests or projects from your clients.
12. What are the terms for canceling the support relationship? How much notice is required?
13. Regarding the Help Desk, what is your response and commitment based on the following:
- Is it limited to a quota of calls?
 - What are the help desk hours? If they do not cover all of our hours of operations, please describe what coverage will be provided for the hours outside of your help desk hours.
 - Who can call the help desk?
 - Is help desk staff local?
 - What is your average problem resolution time?
 - Are help desk staff employees of the support company or sub-contracted?
 - Are help desk staff full-time?
 - What is the skill/certification level of first-level help desk staff?
 - What happens if the help desk cannot resolve the problem?
14. Each quote should address all of the following:
- Server Support
 - Network Support
 - Desktop & Laptop Support
 - Help desk support
 - Other User Support (not included above)
 - Internet Service Providers
 - Electronic Mail
 - Security of Equipment and Data
 - Security Plan for Remote Processing
 - Support for IT Operational Recovery Plan

D. Fees

1. Provide information regarding all fees and pricing for performing managed IT services.
2. If you are able to provide your services for a fixed fee, state the fee and services included.
3. Provide the costs for each year with a separate cumulative budget for the initial 12-month contract and separate budgets for renewals for the 2nd and 3rd years.

E. References

1. Provide a list of clients of similar size and purpose as our organization.
2. Provide a list of a minimum of three clients we may contact. Clients listed should be of similar size and nature to our organization and be serviced by the same partner, manager and senior to be assigned to our managed IT services. Please include specific contact name, telephone number and address for each client reference.
3. Disclose any disciplinary action taken within the last three years by the state of Florida or other state or federal government. If your firm has not been subject to disciplinary action, state "We have not been subject to disciplinary action within the last three years."

F. Other Information

1. Include any additional information not already requested that you consider essential to your response. If there is no additional information to include, on a blank sheet of paper write "There is no additional information we wish to present."
2. Please note a termination clause with or without cause must be included as part of this response.
3. Respondents should note that the issuance of this solicitation does not require the Coalition to enter into an agreement with any party. Further, the Coalition reserves the right to withdraw or change this request for Quote at any time when doing so is in the best interest of the Coalition.

G. Format and Submission

1. Respondent(s) shall submit to the Coalition an electronic copy of the response submitted as a PDF File viewable in Adobe Acrobat Reader. The subject line needs to be clearly marked:

"RFQ 2018-IT- Quote for Managed IT Services"

2. All supporting documents must directly relate to the Application being submitted. Quotes may not exceed 18 pages (excluding the budget pages and mandated signed documents and certifications).
3. Submit your response to this RFQ no later than the time and date indicated in the Schedule of Events and Deadlines in section III. Responses received after the indicated date and/or time will not be considered.
4. Application cover page (**Attachment B**) and all attachments and certifications (Attachments C-G) must be completed, signed and attached to the Quote.

H. Inquiries

1. **All inquiries regarding this solicitation must be made in writing by e-mail and received by the date on the Schedule of Events in section III.** Any information received through oral communication shall not be binding on the Coalition and shall not be relied

upon by any respondent. Responses to questions will be posted on the Coalition's website: <https://www.elcbigbend.org/News>.

2. Links to the location of replies may be emailed to the vendors who submitted an "Intent to Submit a Quote" form, if requested. No further questions or requests for clarification regarding this RFQ will be entertained after the date and/or time set forth in Section III.
3. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the Coalition posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or Board Member concerning any aspect of this solicitation, except in writing to the Chief Executive Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

I. Cost of Preparation of Quote

The Coalition is not liable for any costs incurred by a Respondent in replying to this RFQ.

J. Insurance

The Respondent is required to maintain commercial insurance of such a type and with such terms and limits as may be reasonably associated with the resulting contract.

K. License, Permits and Taxes

The Proposer shall pay for all licenses, permits, and taxes required for this project. In addition, the Proposer shall comply with all federal, state and local codes, laws, ordinances, regulations and other requirements applicable to the work specified in this solicitation at no additional cost to the Coalition.

L. Special Provisions

1. Immigration and Nationalization Act. The Coalition shall consider the employment by any Respondent of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationalization Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for rejection of the Quote or, if subsequently discovered, for unilateral cancellation of the Contract.
2. Warranty of Authority. Each person signing the attachments and subsequent contract(s) warrants that he or she is duly authorized to do so and bind the respective party to the contract.
3. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
 - submitting a bid on a contract to provide any goods or services to a public entity;
 - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submitting bids on leases of real property to a public entity;
 - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
 - transacting business with any public entity in excess of the Category Two threshold amount (\$35,000) provided in section 287.017, Florida Statutes.

Any Quotes received from a person or affiliate who has been placed on the convicted vendor list shall be rejected by the Coalition as an unresponsive Quote and shall not be further evaluated.

4. Discriminatory Vendors

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes, may not:

- i. submit a bid on a contract to provide any goods or services to a public entity;
- ii. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- iii. submit bids on leases of real property to a public entity;
- iv. be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- v. transact business with any public entity.

5. Respondent's Representation and Authorization

In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so):

- i. The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- ii. To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- iii. Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- iv. The submission is made in good faith, prices and amounts--actual or approximate--have been arrived at independently and not pursuant to any consultation, agreement or discussion with, or inducement from, or disclosed to, any firm or person to submit a complementary or other noncompetitive response.
- v. The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- vi. The respondent has fully informed the Coalition in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- vii. Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds has:
 - o within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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; or

- o within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- viii. The product offered by the respondent will conform to the specifications without exception.
- ix. The respondent has read and understands the terms and conditions, and the submission is made in conformance with those terms and conditions.
- x. If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the Coalition.
- xi. The respondent shall indemnify, defend, and hold harmless the Coalition and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- xii. All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Coalition in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Respondent of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to the provisions of Chapter 817, Florida Statutes.

6. Electronic Posting of Notice of Intended Award

Based on the evaluation, on the date and at the location indicated on the Schedule of Events, the Coalition shall electronically post a notice of intended award. If the notice of award is delayed, in lieu of posting the notice of intended award, the Coalition shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Coalition a notice of protest within 72 hours after the electronic posting. The Coalition shall not provide tabulations or notices of award by telephone. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S. (Ss. 120.57(3)(a), and Ss. 287.042(2), F.S.).

7. Minor Irregularities/Right to Reject

The Coalition reserves the right to waive any minor irregularity, technicality, or omission and to accept or reject any and all bids, or separable portions thereof, if the Coalition determines that doing so will serve the State's best interests. The Coalition has, at its sole discretion, the absolute right to cancel, amend, modify, supplement or clarify this RFQ solicitation at any time. The Coalition may reject any response not submitted in the manner specified by the solicitation documents.

8. Addenda

Any changes to the RFQ or the contract documents will be done by an official written addendum. If any revisions to the solicitation become necessary or appropriate, as determined by the Coalition, the Coalition will electronically post the addenda to the [location](#) indicated in the Schedule of Events in section III. It is the Proposer's responsibility to check the Coalition website or contact the Coalition's *Point of Contact* for this solicitation before the RFQ deadline to ascertain whether any addenda have been issued. Failure to do so and incorporate items required by addenda could result in a determination that the Quote is non-responsive.

Any Quote that fails to incorporate all addenda will be deemed non-responsive.

Notice of Intent to Submit a Quote Form

Title of Quote: **RFQ #2018-IT- MANAGED INFORMATION AND TECHNOLOGY SERVICES**

Proposer Name

Services to be provided

Proposer FEID No. _____

Proposer Contact Person's Name and Title

Proposer Address

Phone Number: _____ Fax Number: _____

Email: _____ Website: _____

Name and email of Proposer's Project Director (if different from above)

Signature of Authorized Official*

FOR OFFICIAL USE ONLY

Name of Coalition Representative Receiving "INTENT TO SUBMIT A QUOTE" Form:

Date Received: _____ Time Received: _____

*An authorized official is an officer of the Proposer's organization who has legal authority to bind the Proposer to the provisions of the Quote. This usually is the President, Chairman of the Board, or Owner of the entity. A document establishing delegated authority must be included with the Quote if signed by other than the president, chairman, or owner.

APPLICATION COVER SHEET

Early Learning Coalition of the Big Bend Region, Inc.

RFQ #2018-IT | Managed Information and Technology Services |

of Pages included: _____

Date _____

Name: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Mailing Address (if different): _____

City: _____ **State:** _____ **Zip Code:** _____

Telephone: _____ **Fax Number:** _____

Email Address: _____

Website Address: _____

Date Entity/Business Established (Mo/Year) _____

Fiscal Year End (month): _____

Type of Business:

Private, For-Profit ___ Private, Not-for-Profit ___ Public/Government _____

Other _____ Federal I.D. #: _____

Cost Summary:

Total Amount Quoted First 12 months: \$ _____

Total Amount Quoted Year 2: \$ _____ Total Amount Quoted Year 3: \$ _____

Name/Position of Person Completing Application:

Email Address: _____

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of _____

_____ being first duly sworn deposes and says that:

1. He/she is the (Owner, Partner, Officer, Representative or Agent) of the Respondent that has submitted the attached Quote;
2. He/she is fully informed respecting the preparation and contents of the attached Quote and of all pertinent circumstances respecting such Quote;
3. Such Quote is genuine and is not a collusive or sham Quote;
4. Neither the said Vendor 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 Respondent, firm, or person to submit a collusive or sham Quote in connection with the Work for which the attached Quote has been submitted; or to refrain from bidding in connection with such Work; or to seek to fix the price or prices in the attached Quote or to fix any overhead, profit, or cost elements of the Quote price or the Quote price of any other Respondent; or to secure any advantage against (Recipient) or any person interested in the proposed work;
5. The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

On this the ____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared _____

Enter name of individual(s) who appeared before notary and whose name(s) is/are subscribed to within the instrument and he/she/they acknowledge that he/she/they executed it.

Sworn to and subscribed before me this _____ day of _____ 2019.

Personally known _____ or produced identification _____

Notary Signature: _____

My commission expires: _____

(Seal)



STATEMENTS OF NO INVOLVEMENT and AUTHORIZATION

RFQ #2018-IT

I, _____, as an authorized
(Name and Title)
representative of _____, certify that no
(Name of Firm)
member of this firm nor any person having interest or ownership in this firm has:

1. Been awarded a Contract by the Early Learning Coalition of the Big Bend Region, Inc. on a noncompetitive basis to perform a feasibility study concerning the scope of work contained in this Solicitation; or
2. Participated in drafting this Solicitation; or
3. Developed a program for future implementation with specific subject matter contained in this Solicitation.

Furthermore, I attest that:

1. As signatory on this Quote, I hereby certify that I have the authority to submit this application. I agree to abide by all conditions of this Solicitation and I certify that I have the authority to execute this Solicitation.
2. I further certify that the response is in compliance with the requirements of the RFQ including, but not limited to, the certification requirements.
3. I further acknowledge that I know I had the right to object to the form of the RFQ but I have submitted without objection.

Print Name of Authorized Official:

Title: _____

Signature of Authorized Official:

Date: _____

DISCLOSURE OF CONFLICT OF INTEREST

The award hereunder is subject to the provisions of 2 C.F.R. Part 200.112. Respondents must disclose with their bids whether any officer, director, employee or agent is also an officer or an employee of the Coalition, the State of Florida, or any of its agencies. All firms must disclose the name of any state officer, Board Member, or Coalition employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates.

All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Agency, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Agency in connection with this procurement.

The following persons are officers, director, employee, etc., of the Coalition who have a 5% interest in the Respondent's firm:

Two horizontal lines for listing names of officers, directors, employees, etc., of the Coalition with a 5% interest in the Respondent's firm.

The following persons are a state officer or employee who owns 5% or more in the Respondent's firm:

Two horizontal lines for listing names of state officers or employees who own 5% or more in the Respondent's firm.

The following persons have sought to influence the Coalition in this procurement on behalf of the Respondent.

Two horizontal lines for listing names of persons who have sought to influence the Coalition on behalf of the Respondent.

_____The Respondent has had no person seeking to influence the Coalition in connection with this procurement.

*Authorized Signature

*Authorized Signature (Printed), Title

*This individual must have the authority to bind the Respondent.

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS/SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987, Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Coalition cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification.
7. The Coalition may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

- (1) The prospective contractor certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

*Authorized Signature

*Authorized Name (Printed) and Title

*This individual must have the authority to bind the prospective Contractor.

GENERAL ASSURANCES AND CERTIFICATIONS - VENDOR

The Early Learning Coalition of the Big Bend Region, Inc. (ELCBBR) is funded by Florida's Office of Early Learning, which requires "General Assurances" that must be signed by all agencies and organizations that receive federal or state funds. This is required by:

- Applicable regulations of other federal agencies.
- State laws and regulations pertaining to the expenditure of state funds.

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

Certification:

I certify that _____ (Vendor) will adhere to each of the assurances contained in this set of General Assurances and Certifications as applicable to the project/service(s) for which this Vendor is responsible.

Signature (must be original)

Date

Area Code/Telephone #

Provisions

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

Required clauses – all purchases of services and/or commodities

[Accessible Electronic Information Technology](#)

[Certified Minority Business Enterprise \(CMBE\) reporting](#)

[Conduct of business – federal/state laws govern](#)

[Confidentiality and safeguarding information](#)

[Conflict of interest/related party activities](#)

[Convicted/discriminatory vendors](#)

[Cooperation with ELC, OEL and OEL's Inspector General](#)

[Debarment and suspension#](#)

[Filing and payment of taxes#](#)

[Final invoice](#)

[Financial consequences](#)

[Florida Abuse Hotline reporting](#)

[Funding availability/annual appropriation](#)

[Insurance – ELC provided proof of coverage](#)

[Insurance – errors and omissions](#)

[Insurance – liability](#)

[Mandatory reporting of fraud/criminal activity](#)

[No contract services performed outside the USA](#)

[No lobbying](#)

[Notification of legal action](#)

[Payment audit \(records of costs will be available upon request\)](#)

[Payment and fees](#)

[Payment made after written "agency" acceptance](#)

[Payment timeframe - timely payments](#)

[Procurement of recovered materials#](#)

[Public records](#)
[Public access/public records requests](#)
[Public announcements, press releases, sponsorships](#)
[Records retention](#)
[Renegotiation due to changes in Federal or State law, rules or regulations](#)
[Return of Funds](#)
[Smoking prohibitions \(Pro Children Act of 2001\)](#)
[Subpoenas](#)
[Travel](#)
[Unauthorized alien\(s\)](#)
[Waiver](#)
[Whistleblower's Act](#)

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

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

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

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

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

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

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

Accessible Electronic Information Technology

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

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

Background checks

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

the background check results. Specific instructions are provided by the ELC in the scope of work based on the requirements of Sections 435.03 and 435.04, F.S.

Breach of security/confidentiality

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Each tier (Contractor) certifies to the tier above (ELC) that it will not and has not used the PO/contract funds to pay for any federal-level lobbying activities. Prohibited activities include any person or organization paid for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with respect to this PO/contract. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certified Minority Business Enterprises (CMBE) reporting

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

*Early Learning Coalition of the Big Bend Region, Inc.
Attn: Tracie Hodge
2639 North Monroe Street, Building C-300
Tallahassee, Florida 32303
thodge@elcbigbend.org*

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

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

Conduct of business – federal/state laws govern

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

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

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

Confidentiality and safeguarding information

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

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

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

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

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

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

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

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

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

Convicted/discriminatory vendors

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

Cooperation with the ELC, OEL and OEL's Inspector General

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

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

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

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

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

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

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

Debarment and suspension

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

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

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

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

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

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

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

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

Filing and payment of taxes

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

Final invoice

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

Financial consequences

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

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

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

Florida Abuse Hotline reporting

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

Funding availability/annual appropriation

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

Independent Contractor

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

Information and data security requirements

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

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

Information resource acquisition

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

Insurance – ELC provided proof of coverage

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

Insurance – errors and omissions policy

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

Insurance – liability policy

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

Insurance – reemployment assistance (aka unemployment compensation)

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

Insurance – workers’ compensation

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

Mandatory reporting of fraud/criminal activity

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

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

No contact services performed outside the USA

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

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

No lobbying

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

Notification of legal action

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

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

Records of costs incurred under terms of the PO shall be maintained and made available to the ELC upon request at all times during the period of the PO, and for a period of five years thereafter. Records of costs incurred shall include the Contractor’s

general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the ELC for audit.

Payment and fees

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

Payment made after written “agency” acceptance

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

Payment timeframe - timely payments

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

Procurement of recovered materials – applies to all purchases

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

Prohibition of peripheral devices for confidential data storage

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

Public announcements, press releases, sponsorships

The ELC does not endorse any Contractor, commodity or service. The Contractor shall not provide any information to any media representative or any other external party regarding the PO/contract or any services delivered under the PO/contract without prior written approval from the ELC’s Public Information Office. The Contractor shall also notify the ELC’s Public Information Officer at (850) 552-7338 verbally within one (1) hour and in writing, with a copy to the ELC’s Contract Manager (or other listed contact person), within one (1) business day of any inquiries received from any media outlet or representative. The Contractor shall not use the ELC’s logo(s) without the written approval of the ELC.

A sponsorship statement is required when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money. This requirement applies to all States receiving Federal funds, including but not limited to State and local governments and contractors. The required sponsorship statement shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.” P. L. 103-333, the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995, § 508 – “Public Announcements and Press Releases”.

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

words “the Early Learning Coalition and State of Florida, Office of Early Learning” shall appear in the same size letters or type as the name of the Contractor/organization.

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

Public records

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

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

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

Public access/public records requests

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

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

ELC of the Big Bend Region, Inc.
Public Information Office
2639 North Monroe Street, Building C-300
Tallahassee, FL 32303
(850) 552-7338
mguse@elcbigbend.org

Purchase of American-Made Equipment and Products

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

Records Retention

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

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

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

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

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

Return of Funds

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

Return or destruction of confidential data

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

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

Rights to Inventions

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

Smoking prohibitions (Pro Children Act of 2001)

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

Subpoenas

The Contractor shall notify the ELC if any data related to the PO/contract is subpoenaed or used, copied or removed from the Contractor's possession by any individual not authorized by the ELC to use, copy or remove such data. The Contractor shall provide notice to the ELC verbally within twenty-four (24) chronological hours and in writing within seventy-two (72)

chronological hours. The Contractor shall cooperate with the ELC in taking all steps as the ELC deems advisable to prevent misuse, regain possession of, and/or otherwise protect the ELC's and the State's rights and the data subject's privacy.

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

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

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

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

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

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

Travel

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

Unauthorized alien(s)

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

Waiver

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

Whistleblower's Act

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

Contract Provisions (See Attachment G)

By signing, the Vendor is providing the above assurances and certifications as detailed below:

A. ASSURANCES – NON-CONSTRUCTION PROGRAMS

As the duly authorized representative of the Vendor, I certify that the Vendor:

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 cost) to ensure proper planning, management and completion of the Agreement.
2. Will give the ELCBBR, 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 ELCBBR 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 receipt of approval of the ELCBBR.
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 C.F.R. 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 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, 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) the requirements of any other non-discrimination statute(s) which may apply to the application.
7. Will comply with, or has already complied with, the requirements of titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of 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 with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
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 (40.327-333) 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. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) Implementation Plans under section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 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. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the ELCBBR in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 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. 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. 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 laws, executive order, regulations and policies governing this program.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION

The prospective Vendor, through the duly appointed undersigned representative, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded from covered transactions by any Federal department or ELCBBR. The Federal Excluded Parties list is currently located at <https://www.sam.gov/portal/SAM/> and also available passing through the Florida Department of Management Services website at: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists.
2. Have not, within a three-year period preceding the Agreement, been convicted 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 paragraph B.2. of this certification; and/or
4. Have not, within a three-year period preceding the Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

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

C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned, as a duly authorized representative of the Vendor, certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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 ELCBBR, 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 Vendor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 C.F.R. 98, Subpart F., the Vendor, through the duly appointed undersigned representative, attests and certifies that the Vendor will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violation of 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 a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

The Vendor will inform the ELCBBR of any changes relevant to the provisions of this section.

E. CERTIFICATION REGARDING CONVICTED VENDOR LIST AND DISCRIMINATORY VENDOR LIST

The Vendor hereby certifies, through the duly appointed undersigned representative, that neither it, nor any person or affiliate of the Vendor, 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:

https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists.

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

F. UNITED STATES DEPARTMENTS OF LABOR, HEALTH AND HUMAN SERVICES, AND EDUCATION AND RELATED AGENCIES APPROPRIATIONS ACT OF 1995

In accordance with the Terms and Conditions of the United States Health and Human Services Administration for Children and Families Child Care and Development Fund, the Vendor shall comply with section 507, P.L. 103-333. To the extent practicable, all equipment and products purchased with funds made available in this Act should be American-Made.

G. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

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

H. CERTIFICATION REGARDING STANDARDS OF CONDUCT

The Vendor certifies that it shall comply with the provisions of the Health and Human Services Grants Policy Statement and **45 C.F.R. 92.36(b)(3)** regarding standards of conduct by establishing safeguards 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.

I. CERTIFICATION PROHIBITING DISTRIBUTION OF FUNDS TO THE ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN)

In accordance with Public Law 111-117, no federal funds made available under the Early Learning Grant Agreement may be distributed 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 H.R. 3571, the Defund ACORN Act.

J. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

The Vendor agrees that it shall comply with Executive Order (E.O.) No. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp. p. 339), September 24, 1965, as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," of October 13, 1967, and as supplemented by Department of Labor regulations (41 CFR part 60), "Office of Federal Compliance Programs, Equal Opportunity, Department of Labor". See 45 CFR 92.36(i)(3).

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

By signing above, the Vendor, through the duly appointed representative, certifies and assures that it will fully comply with the applicable assurances outlined in parts A through J, above.