

State of Florida
Florida Department of Education
Bureau of Contracts, Grants and Procurement Management Services
332 Turlington Building
325 West Gaines Street
Tallahassee, Florida 32399-0400

BID REGISTRATION

COMPLETE AND RETURN THIS FORM

BID NO.: ITB 2016-64

TITLE: VOLUNTARY PREKINDERGARTEN PRINTED MATERIALS

DATE & TIME DUE: JULY 14, 2016 AT 2:30 PM Eastern Time (ET)

Potential Bidders should notify the Florida Department of Education, Bureau of Contracts, Grants and Procurement Management Services by returning this Bid Registration Form as soon as possible after downloading. Complete the information below and send **this sheet only** to below e-mail address (preferred). Form may also be faxed to fax number 850/245-0719, or mailed to 325 West Gaines Street, 332 Turlington Building, Tallahassee, Florida 32399-0400.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: () _____ FAX NUMBER: () _____

INTERNET E-MAIL ADDRESS: _____

SIGNED: _____ DATE: _____

For further information on this process, you may contact Cynthia Ford at 850/245-9191, e-mail address: cynthia.ford@fldoe.org .

State of Florida
Department of Education

INVITATION TO BID

VOLUNTARY PREKINDERGARTEN PRINTED MATERIALS

BID NUMBER: ITB 2016-64

DEADLINES

TECHNICAL QUESTIONS: June 29, 2016 by 10:00 a.m.

BID RESPONSE SUBMITTAL DUE: JULY 14, 2016 AT 2:30 P.M.

ESTIMATE POSTING DATE: JULY 18, 2016

MAIL OR DELIVER BID RESPONSES TO:

Florida Department of Education
Bureau of Contracts, Grants and Procurement Management Services
325 West Gaines Street
332 Turlington Building
Tallahassee, Florida 32399-0400
Attention: Cynthia Ford

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Timely delivery of accurate materials is imperative and, as a result, the contract will include the following provisions. The Contractor's failure to complete work tasks both correctly and on time will result in substantial injury to the Department, Early Learning Coalitions (ELCs), VPK providers and Florida public school districts, but the amount of damages resulting from such injury cannot be calculated with certainty. Each such failure to complete a work task both correctly and on time is hereinafter referred to as a default. Defaults shall be deemed corrected on the date the work task has been correctly completed. For each default, the Contractor shall be liable to the Department for liquidated damages and not as a penalty as follows. 16

Any approved order whose contents are not as specified by the Department or incomplete (i.e., components missing or lower in number than amount verified in the approved order), or orders that are not delivered within the specified shipping and delivery schedule shall be considered a default. For each such default the Contractor shall be liable to the Department for 5% of the cost of the order per each business day until the default is corrected. 16

At its option, the Department shall collect liquidated damages by making claims against the performance bond, from time to time, until the bond has been exhausted, by deducting the liquidated damages from the invoice payments to the Contractor, by demand to the Contractor for payment, or by any combination of these methods. 16

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INVITATION TO BID
FLORIDA DEPARTMENT OF EDUCATION
VOLUNTARY PREKINDERGARTEN PRINTED MATERIALS
BID NUMBER: 2016-64

SECTION 1 –INSTRUCTIONS

1.0 GENERAL INSTRUCTIONS TO RESPONDENT

This section contains instructions explaining the solicitation process and the actions necessary to respond. General Instructions to Respondent (Form PUR 1001 – incorporated herein by reference) is a downloadable document which must be downloaded for review. This document need not be returned with the respondent's Bid Response. Form PUR 1001 may be accessed at http://dms.myflorida.com/business_operations/state_purchasing under "Documents, Forms, References and Resources".

In the event of any conflict between Form PUR 1001 and other instructions provided in this document, the additional instructions in this document shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes, in which case the statutory requirements shall take precedence.

ALTHOUGH THE ITB MAY USE MANDATORY WORDS LIKE "SHALL," "WILL," "SHOULD" OR "MUST," AND MAY DEFINE CERTAIN ITEMS AS REQUIREMENTS, THE DEPARTMENT RESERVES THE RIGHT, IN ITS DISCRETION, TO WAIVE ANY DEVIATIONS FROM THESE PROVISIONS. IN ADDITION, THERE IS NO GUARANTEE THAT SUCH DEVIATIONS WILL BE DEEMED IN THE STATE'S BEST INTEREST OR A MINOR IRREGULARITY.

SECTION 2 – CONTRACT CONDITIONS

2.0 GENERAL CONTRACT CONDITIONS

Standard terms and conditions that will apply to the contract which results from the solicitation event are provided in this section. General Contract Conditions (Form PUR 1000 – incorporated herein by reference) is a downloadable document which must be downloaded for review. This document need not be returned with the respondent's Bid Response. Form PUR 1000 may be accessed at http://dms.myflorida.com/business_operations/state_purchasing under "Documents, Forms, References and Resources".

In the event of any conflict between the PUR 1000 form and any other Special Conditions, the Special Conditions shall take precedence over the PUR 1000 form unless the conflicting term in the PUR form is required by any section of the Florida Statutes, in which case the term contained in PUR 1000 shall take precedence.

SECTION 3 - INTRODUCTION

3.0 INTENT

The State of Florida Department of Education (hereinafter referred to as the "Department") is soliciting written Bid Responses from qualified vendors to establish a thirty-six (36) month term contract for the production, packaging, processing, tracking of online orders and the shipping of printed materials and Digital Video Disks (DVDs) on an on-demand basis via the online ordering system (Bright Beginnings) administered by the Office of Early Learning (OEL).

The resulting contract may be renewed for up to an additional three (3) one-year terms. See Form PUR 1000 for renewal requirements. Award will be based on the lowest net cost for each item listed in the scope of services.

3.1 **BACKGROUND**

The Florida Early Learning and Developmental Standards for Four-Year-Olds (2011) were formally adopted by the State Board of Education on October 18, 2011. These standards create a common framework and language for VPK programs serving Florida's four-year-old children. The Office of Early Learning (formerly the Agency for Workforce Innovation) and the Florida Department of Education collaborated to create these standards which provide examples of what children should know and be able to do and supportive instructional strategies for teachers to use in the School Readiness and Voluntary Prekindergarten (VPK) Education programs.

The Early Learning and Developmental Standards for Four-Year-Olds (2011) are reviewed and revised on an as needed basis. There are over 6,000 VPK providers in Florida including private providers as well as public schools. It is critical that the Standards for Four-Year-Olds (2011) be made available for teachers in order to plan prekindergarten instruction for children to prepare them for future success in kindergarten.

The Standards for Four-Year-Olds are available on the Office of Early Learning's (OEL) website for downloading but printed versions will be made available for providers wishing to obtain a hard copy of the standards.

Florida has made substantial progress in meeting its goal that all children should be performing at or above grade level in reading and mathematics by the end of third grade. To meet the goal of 100% literacy and numeracy, we must strengthen our foundational programs in reading and mathematics provided to children during their "first five years of formal schooling;" beginning with VPK through third grade. In order to focus on these "first five years of formal schooling," in 2008, the Department created a "Next Generation" initiative called Bright Beginnings. The Bright Beginnings initiative builds upon the "lessons learned" from responses to instruction/intervention models, such as *Reading First*, that provide high quality initial instruction and appropriate interventions for struggling students. The development of VPK is one product of the Bright Beginnings initiative. It was determined by the Department that the VPK Assessment would be designed to: reflect current research on emergent literacy and numeracy; align with the VPK Education Standards; predict student performance on the Florida Kindergarten Readiness Screener (FLKRS); and provide teachers with valid and reliable feedback regarding children's progress in attaining specific early literacy and math standards allowing teachers to use this information to customize instruction and meet the needs of each child. In 2008, the Department awarded a grant to the Florida Center for Reading Research, Florida State University, for the purpose of creating these measures.

A VPK Assessment workgroup convened on August 7, 2008, and January 28, 2009, to provide information on this Department initiative and on status of the development of the Florida VPK Assessment. Additional information regarding the Florida VPK Assessment is available on the Office of Early Learning's website at www.FloridaEarlyLearning.com.

During the 2009-10 school year, the Florida VPK Assessment was field tested across the State of Florida. A total of 185 public and non-public school VPK teachers from across the state volunteered to participate in the VPK Assessment field test. The information gathered from the teachers that participated in the field test was incorporated into the development of the final assessment materials and related training opportunities. The Florida VPK Assessment was made available to all VPK providers and public schools during the 2010-11 program year.

In 2012, Florida Legislators amended section 1002.67 F.S. to require all VPK providers (private and public) to implement an evidence based pre- and post- assessment that was approved by the State Board of Education. VPK providers have ordered their VPK assessment materials annually through an outside vendor maintained website since from the Fall of 2010 through Spring 2016.

In May/June 2016, OEL will test an online ordering system through the Bright Beginnings website. This website will allow users to order materials (which includes the Standards for Four-Year-Olds, VPK Assessment Kits and materials, and other VPK training materials) and should be in place by July 1, 2016. The successful bidder will receive daily and/or weekly reports from OEL based on orders submitted through the website. This ITB shall establish VPK printed material pricing for use by OEL and Florida school districts.

3.2 DEFINITIONS

As used herein, the following definitions apply:

1. **Contract:** The agreement entered into between the Department and the successful Bidder after completion of the Invitation to Bid process.
2. **Contractor:** The successful Bidder, selected as a result of this Invitation to Bid (ITB), with which the Department executes a Contract to provide the required services.
3. **Department:** Refers to the Florida Department of Education.
4. **DOE:** Florida Department of Education
5. **Bid:** All documents and materials contained in the formal ITB package submitted by a Bidder in response to this solicitation.
6. **Bid Response:** means the complete response of the Bidder to the ITB, including properly completed forms and supporting documentation.
7. **Bidder:** Means a potential Contractor acting on their own behalf and on behalf of those individuals, partnerships, firms, or corporations comprising the Bidder's team who submits a response to this solicitation.
8. **VBS:** Florida Vendor Bid System
9. **Deliverable** means a tangible, specific, quantifiable and measurable event or item that must be produced to complete a project or part of a project directly related to the scope of services.
10. **Customers** – Identified recipients of materials produced. Includes Office of Early Learning, Early Learning Coalitions, Florida public school districts and Voluntary Prekindergarten (VPK) providers.
11. **Early Learning Coalition (ELC).** Part of a system of 30 statutorily-created local entities in Florida that implement early learning programs at the local level, including, but not limited to, the School Readiness (SR) Program, Child Care Resource and Referral (CCR&R) Program, Child Care Executive Partnership (CCEP) Program and the Voluntary Prekindergarten (VPK) Education Program. For purposes of this ITB and any resulting contract, ELC shall mean the early learning coalition or their authorized agent acting on their behalf.
12. **Office of Early Learning (OEL)** – OEL is the governmental entity providing oversight and administration for early learning programs in Florida consisting of, but not limited to, the School Readiness (SR) Program (child care subsidies), Child Care Resource and Referral (CCR&R) Program, Child Care Executive Partnership (CCEP) Program and the Voluntary Prekindergarten (VPK) Education Program.
13. **VPK Assessment Help Desk** – Contractor operated call center whose functions include (but are not limited to) the provision of assistance to users of the Bright Beginnings Online Ordering system.

3.3 SCHEDULE OF EVENTS

ACTIVITY	DATE
Issuance Of ITB	June 24, 2016
Technical Questions [FAX OR E-MAIL (PREFERRED) ACCEPTABLE] NOTE: Administrative questions responded to throughout bid process	June 29, 2016 by 10:00 a.m.
Responses To Questions (date is on or about)	July 1, 2016
ITB RESPONSES DUE (FAX NOT ACCEPTABLE)	<i>JULY 14, 2016 at 2:30 p.m.</i>
ESTIMATED POSTING OF INTENDED AWARD (date is on or about)	<i>JULY 18, 2016</i>
Anticipated Effective Date	July 25, 2016

SECTION 4 – SPECIAL INSTRUCTIONS

4.0 NON-RESPONSIVE BIDS, NON-RESPONSIBLE BIDDERS

Bid Responses that fail to provide material information may be rejected as non-responsive. A Bidder whose Bid Responses, past performance or current status do not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsive. The Department reserves the right to waive any minor irregularities or technicalities in any Bid Response received, to reject any or all Bid Responses in whole or in part, with or without cause, to solicit new Bid Responses or to accept the Bid Response which, in its judgment, will be in the best interest of the Department. The Department reserves the right to use any information presented in any response to this ITB.

4.1 POOR PERFORMANCE NOTICE

The bidder should provide for both the bidder and his/her employees, subcontractors and subcontractor employees copies of any and all documents regarding complaints filed, investigations made, warning letters or inspection reports issued, any notice of breach, notice of default, termination notice, suspension notice, or any disciplinary action initiated or taken under any contract or job performance within the past seven (7) years. For each instance listed, provide a narrative summary of the contract's purpose and scope of work, the bidder's performance (including the concerns of the project owner) and any major adverse findings. In addition, provide the contract or job number; the name of the owner; the term of the contract; and the name, address and telephone number of the owner's contract manager. Please also include any relevant documentation evidencing the performance issues.

The Department reserves the right to seek further information on this matter from the bidder or to make inquiries with the project owner. The information obtained from this review may be used to declare the bidder a non-responsible vendor.

4.2 QUESTIONS

Potential Bidders should examine the ITB to determine if the Department's requirements are clearly stated. If there are any requirements, which restrict competition, the Bidder may request, in writing, to the State that the specifications be changed. The Bidder who requests changes to the State's specifications should identify and describe the Bidder's difficulty in meeting the State's specifications, should provide detailed justification for a change, and should provide recommended changes to the specifications. **Questions concerning conditions and specifications of this ITB, and/or requests for changes to the Bid Response should be received in writing by the Bureau of Contracts, Grants and Procurement Management Services as specified in SECTION 3.3 SCHEDULE OF EVENTS.** A Bidder's failure to request changes by the specified date shall be considered to constitute Bidder's acceptance of State's specifications. The State shall determine what changes to the ITB shall be acceptable to the State.

Questions may be e-mailed, faxed or delivered to the address below:

Florida Department of Education
Bureau of Contracts, Grants and Procurement Management Services
Attn: Cynthia Ford
325 West Gaines Street, Room 332
Tallahassee, Florida 32399-0400
E-mail (preferred):Cynthia.ford@fldoe.org
FAX (850) 245-0719

4.3 RESTRICTIONS ON COMMUNICATIONS WITH DEPARTMENT STAFF

Bidders shall not communicate with any Department staff concerning this ITB except for the Department contact person identified in SECTION 4.2 QUESTIONS of this ITB. Only those communications which are in writing from the Bureau of Contracts, Grants, and Procurement Management Services shall be considered as a duly authorized

response on behalf of the Department. For violation of this provision, the Department reserves the right to reject a Bidder's Bid Response.

Bidders 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 agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Bid Response.

4.4 **PROCUREMENT PROTESTS/NOTICE OF RIGHTS**

Pursuant to Florida Statutes, Section 120.57(3)(b):

Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

Section 120.57(3)(a) provides:

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, Florida Statutes."

Florida Administrative Code Rule 28-110.002(2) defines the term "decision or intended decision," and includes the solicitation terms (and any addenda), the award of the contract, and a rejection of all Bid Responses.

At the time of filing the Formal Written Protest the protestor must also file a Protest Bond payable to the Department in an amount equal to 1 percent of the estimated contract amount. Florida Statutes, Section 287.042(2)(c) and Florida Administrative Code Rule 28-110.005 contain further terms relating to the Protest Bond, including how to determine the estimated contract amount. In lieu of a Protest Bond, the Department will accept cashier's checks, official bank checks or money orders. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

The Notice of Protest, Formal Written Protest, and Protest Bond shall be addressed to the issuing office as defined in **SECTION 6.0 BID SUBMISSION** and filed with the agency clerk.

4.5 **ADDENDA**

No negotiations, decisions, or actions will be initiated or executed by a Bidder as a result of any oral discussions with a Department employee. Only those communications that are in writing from the Bureau of Contracts, Grants and Procurement Management Services will be considered as a duly authorized expression on behalf of the Department.

If the Department determines that it should modify or interpret any portion of the ITB documents prior to the closing time and date, such changes will be included as a written addendum to the ITB. No other methodology will be considered binding or authorized in giving information concerning, or to explain or interpret the ITB document.

Notice of changes (addenda), will be posted on the Florida Vendor Bid System (VBS) at www.myflorida.com (click on Business & Industry, under Doing Business with the State of Florida click on State Purchasing, click on Everything for Vendors and Customers, then Vendor Bid System and Search Advertisement, select the Department of Education in the Agency window and initiate search), under this bid number. It is the responsibility of all potential Bidders to monitor this site for any changing information prior to submitting a Bid Response.

NOTE: SIGNED ACKNOWLEDGEMENT OF ANY ADDENDA SHOULD ACCOMPANY ITB RESPONSE. FAILURE TO SUBMIT THE ACKNOWLEDGE FORM MAY RESULT IN DISQUALIFICATION OF THE BIDDER

4.6 MINOR EXCEPTIONS

The Department may waive minor deviations or exceptions in Bid Responses providing such action is in the best interest of the State of Florida. Minor deviations/exceptions are defined as those that have no adverse effect upon the State's interest and would not affect the amount of the Bid by giving a contractor an advantage or benefit not enjoyed by other contractors.

4.7 COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a Bid Response only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for use by Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public. All development and use of copyright material in fulfilling the terms of the Bid shall be governed by the terms of the contract between the Contractor and the Department.

4.8 CONFIDENTIAL MATERIAL

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, respondent should clearly mark and identify in its response those portions which are confidential, trade secret or otherwise exempt. Respondent should also simultaneously provide the Department with a separate redacted copy of its response. This redacted copy should contain the Department's solicitation name, number, and the name of the respondent on the cover, and should be clearly titled "Redacted Copy." The Redacted Copy should be provided to the Department at the same time respondent submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.

Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Bidder shall protect, defend, and indemnify the Department for any and all claims arising from or relating to respondents determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If Bidder fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by respondent in answer to a public records request for these records.

4.9 PREPARATION COST

ITB responses shall contain all information solicited, plus any additional data, prints, or literature that the Bidder deems pertinent to the Department's understanding and evaluation of their response. This ITB does not commit the Department or any other public agency to pay any costs incurred by the Bidder in the submission of a Bid Response or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

4.10 WITHDRAWAL

Bidders may modify submitted Bid Responses at any time prior to the Bid due date. Requests for modification of a submitted Bid Response should be in writing and should be signed by an authorized representative of the Bidder. Upon receipt and acceptance of such a request, the entire Bid Response will be returned to the Bidder and not considered unless resubmitted by the due date and time. Bidders may also send a change in a sealed envelope to be opened at the same time as the Bid Response. The ITB number, opening date and time should appear on the envelope of the modified Bid Response.

4.11 PUBLIC OPENING OF BID RESPONSES

Each Bid Response should be dated and time-stamped by the Department as received. Any Bid Response received after the specified deadline for Bid acceptance, may be rejected and returned unopened to the Bidder. Bid Responses will be opened at the designated date and time at the Department's Bureau of Contracts, Grants and Procurement Management Services, 332 Turlington Building, 325 West Gaines Street, Tallahassee, FL.

4.12 CORRECTION OF BID RESPONSE ERRORS

Information that is required to be included in the Bid Response is expected to be present and to be accurate. Corrections of erroneous information or typographical errors may not be permitted after the Department has received the Bid Responses. **The Contractor is solely responsible for proofreading their Bid Response and verifying its accuracy.**

4.13 VISITOR PASS TO THE TURLINGTON BUILDING

Each visitor to the Turlington Building is required to sign in and obtain a Visitor's Pass at the security desk in the main lobby. Please allow at least 15 minutes prior to Bid Response due time if hand-delivering your Bid Response to the Bureau of Contracts, Grants and Procurement Management Services.

4.14 ACCESSIBILITY FOR DISABLED PERSONS

Any person requiring a special accommodation because of a disability should call Department's Bureau of Contracts, Grants and Procurement Management Services at (850) 245-0735 at least five (5) workdays prior to the Bid opening. If you are hearing or speech impaired, please contact the Department by using the Florida Relay Service, which can be reached at 1 (800) 955-8771 (TDD).

4.15 RESPONSE DURATION

All submitted responses are binding for 180 days following the response opening date.

4.16 PRICING

All Bid prices to include the furnishing of all parts, labor, transportation and incidental services or materials required. There shall be no additional costs charged for work performed under this Bid. All Bid prices should be submitted on the forms provided.

4.17 AWARD

As in the best interest of the State the right is reserved to award based on **all or none, group of items, item by item or any combination thereof**, to a responsive, responsible Bidder. As in the best interest of the State of Florida, the right is reserved to reject any and/or all Bid Responses or to waive any minor irregularity in Bid Responses received. Conditions which may cause rejection of Bid Response include, without limitation, evidence of collusion among Bidders, obvious lack of experience or expertise to perform the required work, failure to perform, or meet financial obligations on previous contracts.

Bid tabulations will be posted and available for public viewing in the reception room of the Bureau of Contracts, Grants and Procurement Management Services and posted on the VBS. A printed copy of the Bid tabulation will be available upon written request to the Bureau of Contracts, Grants and Procurement Management Services. Telephone requests

will not be accepted. Each written request should contain a self-addressed, stamped envelope and reference the Bid title and number. Bid tabulations will be posted and available for public viewing in the reception room of the Bureau of Contracts, Grants and Procurement Management Services.

4.18 **AUTHORIZATION TO DO BUSINESS IN THE STATE OF FLORIDA**

Foreign corporations and foreign limited partnerships should be authorized to do business in the State of Florida. Domestic corporations should be active and in good standing in the State of Florida. Such authorization and status should be obtained by the Bid due date and time, but in any case, must be obtained prior to contract execution. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6053

4.19 **LICENSED TO CONDUCT SERVICES IN THE STATE OF FLORIDA**

If the service(s) being provided requires that individuals be licensed by the Florida Department of Business and Professional Regulation or any other state or federal agency, such licenses should be obtained by the Bid due date and time, but in any case, must be obtained prior to contract execution. For State licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850)487-9501

4.20 **NOTICE TO CONTRACTOR**

The Department shall consider the employment by any Contractor 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 unilateral cancellation of this contract.

4.21 **QUALIFICATIONS**

The Department will determine whether the Bidder is qualified to perform the services being contracted based upon their Bid Response demonstrating satisfactory experience and capability in the work area. The Bidder should identify necessary experienced personnel and/or facilities to support the activities associated with this Bid.

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the scope of work. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise excepted by the Department. In the event it becomes necessary for the Contractor to substitute key personnel, such substitution will take place in consultation with the Department and will be made upon the Department's prior approval, which will not be unreasonably withheld.

4.22 **SUBMISSION OF BID RESPONSES BY SUBSIDIARIES OR AFFILIATES**

A Bidder, its subsidiaries, affiliates, or related entities is limited to one Bid Response. Submission of more than one Bid Response per activity by a Bidder may cause the rejection of all bids submitted by the Bidder. In the alternative, the Department may decide in its sole discretion, which bid to evaluate and consider. A subsidiary or affiliate of a prime Bidder may also be included as a subcontractor in another Bidder's Bid Response.

4.23 **IDENTICAL EVALUATION OF BID RESPONSES**

Whenever two or more Bid Responses which are equal with respect to price, quality, and service are received, the Department will determine the order of award using the criteria established in 60A-1.011, Florida Administrative Code. The "Drug-Free Workplace Program Certification" can be found as Attachment '3'.

4.24 INDEPENDENT PRICE DETERMINATION

A Bidder shall not collude, consult, communicate, or agree with any other Bidder regarding this procurement as to any matter relating to the Bidder's Response.

4.25 METHOD OF PAYMENT

The Department's Office of Early Learning (OEL) or its authorized agents will pay for orders made through the Bright Beginnings when invoiced by the Contractor. Such payments will be made by the Office of Early Learning through purchase orders in accordance with the associated terms and conditions of the contract..

4.26 EXTENSION

In the event that circumstances arise which make performance by the Contractor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of the contract. Extension of the contract resulting from this Bid Response shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the contract; the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established in the contract. There shall be only one extension of the contract unless the failure to meet the criteria set forth in this ITB or resulting contract is due to events beyond the control of the Contractor. It shall be the responsibility of the Contractor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Contractor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department will review the request and make a determination as to granting all or part of the requested extension.

4.27 INSPECTION AUDIT AND MAINTENANCE OF REPORTS

Representative of the Department, the Comptroller of the State of Florida, or the Auditor General of the State of Florida, or their duly authorized representatives, shall have access, for purposes of examinations and recovery, to any books, documents, papers, and records of the Contractor as they may relate to this contract. The Contractor shall maintain books, records and documents in accordance with acceptable accounting principles and practices that sufficiently and properly reflect charges made. The Department may unilaterally cancel any resultant contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material originated or received by the Contractor in conjunction with this contract subject to the provisions of Florida Statutes, Chapter 119.

4.28 DIVERSITY IN CONTRACTING

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state's procurement process as both Contractors and sub- contractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:
http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

4.29 SUB-CONTRACTING

The Contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Department. No sub-contract shall, under any circumstances, relieve the Contractor of their liability and obligation under this contract; and despite any such sub-contracting the Department shall deal through the Contractor, which shall retain the legal responsibility for performing the Contractor's obligations.

The Contractor shall report all small, minority-, women-, and service-disabled veteran business enterprise Subcontractors, identifying the Name, Address, Type of Certification and Dollar Amount on the Utilization Summary form, attached as Attachment "4". The Contractor shall provide a list of subcontractors to the Department's contract manager upon execution of the Contract. The Contractor shall provide the Utilization Summary form with each invoice submitted for payment. The form must be submitted with all invoices, regardless if funds have not been spent with a small, minority-, women-, and service-disabled veteran business enterprise subcontractor for the period covered by the invoice. The DMS Office of Supplier Diversity will assist in furnishing names of qualified small, minority-, women-, and service-disabled veteran business enterprises. The Office of Supplier Diversity can be reached at (850/487-0915); the Internet Web address is

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

4.30 CONTRACTUAL OBLIGATIONS

The Department's Contract Standard Terms and Conditions are incorporated in this ITB as Attachment '6' and will govern the relationship between the Contract Vendor and the Department. Bid Response(s) submitted by the successful Bidder(s) shall be incorporated into the final purchase order(s) or contract(s).

4.31 CONTRACT COMPLETION

The Contractor will be required to ensure that each individual, partnership, firm, corporation or subcontractor that performs on the contract, is subject to, and comply with, the contractual requirements. When contract negotiations are successfully concluded, a written contract will be prepared which will incorporate the following documents:

- This ITB
- Addenda to this ITB
- And the Bidder's Response

The Contractor shall begin performing services only upon execution of a valid contract between the parties.

4.32 DISPOSITION OF BID RESPONSES

All Bid Responses become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes.

4.33 TRANSPORTATION AND DELIVERY

Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within seven (7) days after the Customer places an Order. A Contractor, within seven (7) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation.

4.34 ALTERNATES

ALTERNATE BRANDS OR PRODUCTS WILL NOT BE CONSIDERED FOR THIS BID RESPONSE. BID AS SPECIFIED.

4.35 REPLACEMENT/RESTOCKING

Replacement of all materials found defective within the warranty period shall be made without cost to the purchaser, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the vendor.

4.36 PRODUCT REQUIREMENTS/SPECIFICATIONS

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it may be considered that items offered are in strict compliance with these specifications, and successful Bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s).

4.37 ACCEPTANCE

All items listed in the specifications, delivered to the users of the Bright Beginnings Online Ordering system not meeting specifications or found to be poorly manufactured will not be accepted by the user, but returned to the Contractor, at Contractor's expense, for replacement. Replacement of all items found defective shall be made without cost to the Department, including transportation, if applicable. As it may be impossible for each facility to inspect all items upon arrival, a reasonable opportunity must be given to these facilities for inspection of the items, and return of those that are defective.

SECTION 5– SPECIAL TERMS AND CONDITIONS

5.0 PRE-BID CONFERENCE: A PRE-BID CONFERENCE WILL NOT BE HELD.**5.1 LIQUIDATED DAMAGES**

Timely delivery of accurate materials is imperative and, as a result, the contract will include the following provisions. The Contractor's failure to complete work tasks both correctly and on time will result in substantial injury to the Department, Early Learning Coalitions (ELCs), VPK providers and Florida public school districts, but the amount of damages resulting from such injury cannot be calculated with certainty. Each such failure to complete a work task both correctly and on time is hereinafter referred to as a default. Defaults shall be deemed corrected on the date the work task has been correctly completed. For each default, the Contractor shall be liable to the Department for liquidated damages and not as a penalty as follows.

Any approved order whose contents are not as specified by the Department or incomplete (i.e., components missing or lower in number than amount verified in the approved order), or orders that are not delivered within the specified shipping and delivery schedule shall be considered a default. For each such default the Contractor shall be liable to the Department for 5% of the cost of the order per each business day until the default is corrected.

At its option, the Department shall collect liquidated damages by making claims against the performance bond, from time to time, until the bond has been exhausted, by deducting the liquidated damages from the invoice payments to the Contractor, by demand to the Contractor for payment, or by any combination of these methods.

5.2 PERFORMANCE BOND

The Contractor shall, at the time of entering into the contract with the Department, furnish a performance bond in the amount of \$250,000.00. The surety shall be in a form acceptable to the Department, such as a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Letters of credit are not acceptable. Individual sureties are not acceptable.

If a bond is submitted, the attorney-in-fact that executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than a B+ or higher and must be authorized and licensed to do business in the State of Florida.

The selected Contractor shall be responsible for all premiums charged by surety. The performance bond shall remain in full effect during the term of the contract award. A performance bond is not required from Florida state universities.

5.3 **INSURANCE, WORKERS' COMPENSATION**

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with Chapter 440 of the Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

5.4 **INSURANCE, GENERAL LIABILITY**

The Contractor shall take out and maintain during the life of this agreement Comprehensive General Liability as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this agreement whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be the minimum limit as follows:

- Contractor's Comprehensive General Liability Coverage, Bodily Injury & Property Damage - \$1,000,000.00 Each Occurrence, Combined Single Limit

The certificate(s) of insurance must comply with the following standards:

- No exclusions or restrictions in coverage will be accepted.
- The insurance coverage must be with an insurance company with a Best's rating of "A" or better.
- The certificate must include a thirty- (30) day notice of cancellation.
- The Department must be listed as an "additional insured" on coverage.

5.5 **INDEMNIFICATION**

Contractor agrees to indemnify, hold harmless and defend, at its own expense, including reasonable attorney's fees and costs of litigation, the Department and its employees against any all claims or suits for property loss or damage and/or personal injury including death, to any and all person, of whatsoever kind and character, whether real or asserted, arising out of and in connection with Contractor's negligence, intentional acts, or omissions related to its performance under the Contract.

5.6 **EMPLOYEE REQUIREMENTS**

Contractor agrees that only authorized employees are allowed on the premises of the Department buildings. Contractor employees are not to be accompanied in their work area by acquaintances; family members, assistants or any person unless said person is an authorized employee of the Contractor. All employees shall wear picture identification badges on clothing bearing the company emblem or name at all times.

5.7 PARTICIPATION IN FUTURE STAGES OF THIS PROJECT

As stated in Chapter 287.057 F.S.

(17)(c) A person who receives a contract that has not been procured pursuant to subsections (1) through (5) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.

5.8 ACCESSIBLE ELECTRONIC INFORMATION TECHNOLOGY

Bidders submitting Bid Responses to this solicitation must 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.

Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall comply with Florida Administrative Code (F.A.C.) 71A-1.005 (1)-(3), and fully comply with all information technology security policies.

5.9 SCRUTINIZED COMPANIES LISTS

Section 287.135, Florida Statutes, requires that at the time a company submits a bid or proposal for a contract for goods or services of \$1 million or more, the company must certify that the company is not on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

Bids of \$1 million or more should include the attached *Scrutinized Companies Lists* Form (Attachment '5') to certify the Respondent is not on either of those lists. The Form should be submitted with the Technical Reply

SECTION 6 – SCOPE OF SERVICES

6.0 SCOPE OF SERVICES

The OEL is requesting bids from qualified contractors for the production, packaging, processing, tracking of online orders and the shipping of printed materials and DVDs on an on-demand basis via the online ordering system housed on OEL's Bright Beginnings website found at www.brightbeginningsfl.com. The Contractor will access the online ordering system through secured login credentials issued by OEL to retrieve order information, update shipping status of orders, and enter tracking information. All work should be performed in accordance with the Scope of Services contained herein. This ITB shall establish VPK printed materials pricing for use by OEL, ELCs and Florida public school districts.

- 6.01 The Contractor shall provide hardcopies of the printed materials listed in Section 6.1 Deliverables to OEL, Early Learning Coalitions (ELCs), VPK providers and Florida public school districts in accordance with the specifications provided below.
- 6.02 OEL, ELCs, VPK providers and Florida public school districts shall place orders through the Bright Beginnings website for VPK printed materials at the prices in the resulting contract and optional renewal period. Material quantities are neither implied nor guaranteed.
- 6.03 The Contractor shall ship materials in no later than 7 calendar days after receipt of the orders, and the orders shall be received by the requester within 14_ days of receipt of the order by the contractor .
- 6.04 Submitted Bids should detail the manner in which any materials ordered will be provided including ordering instructions and contact information.

- 6.05 Bidders shall bid on all of the items listed below in Section 6.1 – Deliverables.
- 6.06 In some cases, VPK printed materials may be delivered on a “bill to-ship to” basis, meaning that the billing addresses and shipping addresses will not be the same.
- 6.07 OEL, by means of the online ordering system in the Bright Beginnings website, will provide to the Contractor shipping addresses and quantities to ship with any order, as needed. Locations and dates for shipments may vary.
- 6.08 The Contractor shall use the Bright Beginnings online ordering system to maintain timely shipping and tracking information of all orders.
- 6.09 Shipping units shall not exceed forty (40) pounds for each case.
- 6.10 The Contractor shall provide a packing list with each shipment.
- 6.11 Orders for the Standards for Four-Year-Olds manual shall not commence until February 20, 2017.
- 6.12 The Contractor shall provide a process for which Florida school districts may purchase the printed material listed in Section 6.1 Deliverables directly from the Contractor at the price established through this ITB. Such materials ordered in this manner will be paid to the Contractor directly by the Florida school districts and not paid by Office of Early Learning.
- 6.13 The Contractor must provide a designated liaison to coordinate with designated OEL staff on the resolution of questions and issues about the ordering and shipping of the Florida Standards for Four-Year-Olds, the VPK Assessment Kits, and other VPK training materials that may be requested in the future. Further the Contractor will respond to issues reported through the VPK Assessment Help Desk concerning late shipments, misdirected shipments, incomplete orders, and other issues related to completeness and timeliness of orders processed through the Bright Beginnings online ordering system. All communications should be documented in a communications log and furnished upon request to the Department.

6.1 DELIVERABLES

The Contractor will be responsible for the production, packaging, processing, tracking online orders and shipping of VPK printed materials and DVDs to recipients based on approved orders provided by the OEL Bright Beginnings online ordering system as directed by OEL, as needed. All approved Bright Beginnings orders found to be without default and invoiced by the Contractor shall be paid through purchase order issued by the state of Florida.

Below describes the deliverables and applicable evidence of delivery of service.

The OEL will provide PDF versions of the Standards for Four-Year-Olds manual, the VPK Assessment kit materials, and other ad hoc VPK training materials to the Contractor and the Contractor will create hardcopies of the following materials in Tables 3, 4, 5 and 6.

Prior to the delivery of initial orders under the contract, the Contractor shall provide to the Department, at no cost, for the first time only, a complete hardcopy mockup of the Florida Standards for Four-Year-Olds manual and the VPK Assessment Kits for inspection and final approval before the initial orders are shipped and delivered to customers. The Contractor shall provide hardcopy mockups, at no cost to the Department, for inspection and final approval whenever agreed upon revisions are made for future versions of VPK training materials before initial orders are shipped and delivered.

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Table 3			
Florida Standards for Four-Year-Olds manual			
Materials	Qty.	Printing Specifications	Special Instructions
Standards for Four-Year-Olds (2011) manual		Hard copy of the Standards for Four-Year-Olds including: <ul style="list-style-type: none"> - 258 page (129 sheets) document 8.5 x 11" double sided, black and white, printed on white paper, 20 lb stock, 3-hole punched on left side - 1 cover page color, 100 lb stock printed on white paper, 3-hole punched on left side from top to bottom - 13 dividers/tabs color, 90 lb stock, one-sided – 3-hole punched on left side from top to bottom - 1 back page color, printed on 100 lb stock white paper – 3-hole punched on left side from top to bottom 	All material collated and shrink wrapped for shipment. Printing and shipping of this document will commence on February 20, 2017.

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Table 4 Florida VPK Assessment Kit Materials (NEW KITS) Quantities and Printing Specifications			
Materials	Qty.	Printing Specifications	Special Instructions
Florida Voluntary Prekindergarten (VPK) Assessment Teacher's Manual	Single	Cover/Pages: - printed in black & white, double sided, on white paper, 11" X 17" (finished size 8.5" X 11") - No more than 50 pages	Binding: - Coil bind (portrait)
Florida Voluntary Prekindergarten (VPK) Assessment – Assessment Booklet Assessment Periods 1, 2, and 3	Single	Front Cover: - printed in color on 10 mil white laminate, 9"X11" Back cover: - easel-style white cardboard stand that allows the book to sit up vertically Tabbed pages (12): - printed in color on white 6# cardstock, 8.5" X 11" - include 4 tabs with red Mylar tab; printed text; for Print Knowledge (AP1), Phonological Awareness (AP1), Mathematics (AP1), Oral Language/Vocabulary (AP1) - include 4 tabs blue Mylar tab; printed text; for Print Knowledge (AP2); Phonological Awareness (AP2), Mathematics (AP2), Oral Language/Vocabulary (AP2) - include 4 tabs green Mylar tab; printed text; for Print Knowledge (AP3); Phonological Awareness (AP3), Mathematics (AP3), Oral Language/Vocabulary (AP3) Pages: - printed in color, double sided on white 65# cardstock, 8.5" X 11" - No more than 200 pages (100 sheets)	Binding: - Coil bind (top)/ black coil (landscape)
Florida Voluntary Prekindergarten Assessment Administration DVD	Single	Label: Template provided by the OEL; burned on DVD	DVD (master provided by the OEL) - 4.7GB capacity, inserted in white paper sleeve with clear window

Use and Guidelines Sticker – Florida Voluntary Prekindergarten (VPK) Assessment Administration DVD	Single	Sticker: Template (3 ½ " x 4") provided by the OEL; printed in color	Affixed over the flap on the back of the Florida Voluntary Prekindergarten (VPK) Assessment Administration DVD sleeve
Accurate Sound Productions for Teachers to Model DVD	Single	Label: Template provided by the OEL; burned on DVD	DVD (master provided by the OEL) - 4.7GB capacity, inserted in white paper sleeve with clear window
Florida Voluntary Prekindergarten (VPK) Assessment – (AP) 1 Response Booklet	Pkg. of 20	Cover/Pages: - printed in black & white, double sided, on 60# white paper, 11 x 17 (Finished size - 8.5x11)	Binding: center stapled (portrait) Shrink wrap
Florida Voluntary Prekindergarten (VPK) Assessment – (AP) 2 Response Booklet	Pkg. of 20	Cover/Pages: - printed in black & white, double sided, on 60# white paper, 11 x 17 (Finished size - 8.5x11)	Binding: center stapled (portrait) Shrink wrap
Florida Voluntary Prekindergarten (VPK) Assessment – (AP) 3 Response Booklet	Pkg. of 20	Cover/Pages: - printed in black & white, double sided, on 60# white paper, 11 x 17 (Finished size - 8.5x11) Binding: center stapled (portrait)	Binding: center stapled (portrait) Shrink wrap
Florida Voluntary Prekindergarten Program – Flyer	Single	Flyer: - printed in color, single sided, on 28# paper, 8.5 x 11	N/A
Florida Voluntary Prekindergarten (VPK) Assessment Kit (all of the materials listed above in the quantities noted).	Single	Assembly into kit.	Components described above.

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Table 5 Florida VPK Assessment Kit Materials (REPLACEMENT KITS) Quantities and Printing Specifications			
Materials	Qty.	Printing Specifications	Special Instructions
Florida Voluntary Prekindergarten (VPK) Assessment Teacher's Manual	Single	Cover/Pages: - printed in black & white, double sided, on white paper, 11" X 17" (finished size 8.5" X 11") No more than 50 pages (25 sheets)	Binding: - Coil bind (portrait)
Florida Voluntary Prekindergarten Assessment Administration DVD	Single	Label: Template provided by the OEL; burned on DVD	DVD (master provided by the OEL) - 4.7GB capacity, inserted in white paper sleeve with clear window
Use and Guidelines Sticker – Florida Voluntary Prekindergarten (VPK) Assessment Administration DVD	Single	Sticker: Template (3 ½ " x 4") provided by the OEL; printed in color	Affixed over the flap on the back of the Florida Voluntary Prekindergarten (VPK) Assessment Administration DVD sleeve
Florida Voluntary Prekindergarten (VPK) Assessment – (AP) 1 Response Booklet	Pkg. of 20	Cover/Pages: - printed in black & white, double sided, on 60# white paper, 11 x 17 (Finished size - 8.5x11)	Binding: center stapled (portrait) Shrink wrap
Florida Voluntary Prekindergarten (VPK) Assessment – (AP) 2 Response Booklet	Pkg. of 20	Cover/Pages: - printed in black & white, double sided, on 60# white paper, 11 x 17 (Finished size - 8.5x11)	Binding: center stapled (portrait) Shrink wrap
Florida Voluntary Prekindergarten (VPK) Assessment – (AP) 3 Response Booklet	Pkg. of 20	Cover/Pages: - printed in black & white, double sided, on 60# white paper, 11 x 17 (Finished size - 8.5x11) Binding: center stapled (portrait)	Binding: center stapled (portrait) Shrink wrap
Florida Voluntary Prekindergarten Program – Flyer	Single	Flyer: - printed in color, single sided, on 28# paper, 8.5 x 11	N/A
Florida Voluntary Prekindergarten (VPK) Assessment Kit (all of the materials listed above in the quantities noted).	Single	Assembly into kit.	Components described above.

Pricing is also requested for the following services for ad hoc VPK printed materials:

Table 6	
VPK Assorted Training Materials	
Printing Services- all printing based on white 28# paper, 8.5 x 11	
1 sided black& white printing (1 sheet)	
1 sided color printing (1 sheet)	
2 sided black& white printing (1 sheet)	
2 sided color printing (1 sheet)	
Finishing Services	
Corner stapled (left or right)	
Three (3) staples on side	
Three hole punch	
Collated	
Shrink wrapped	

All bids shall include the cost of shipping and handling.

6.2 FINANCIAL CONSEQUENCES

The contract manager shall periodically review the progress made on the activities and deliverables listed above. If the Contractor fails to meet and comply with the activities/deliverables established in the Contract or to make appropriate progress on the activities and/or towards the deliverables and they are not resolved within two weeks of notification, the contract manager may approve a reduced payment or request the Contractor redo the work or terminate the Contract. In addition, delays in providing completed deliverables will subject the Contractor to damages as provided in Attachment 6 Standard Terms and Conditions. Reductions will be made based on the following:

- OEL will pay for materials ordered and received in acceptable condition by the guaranteed ship date provided by the Contractor.
- Materials received in damaged condition will be subtracted from the invoice amount.
- For materials orders received after guaranteed ship dates, invoice will be reduced 5 percent for every day past the due date, unless waived in writing by OEL.

SECTION 7 – SPECIAL INSTRUCTIONS – BID RESPONSE FORMAT & CONTENT

7.0 BID RESPONSE SUBMISSION

Bid Responses are due as specified in **SECTION 3.3 SCHEDULE OF EVENTS**.

Mailed or Delivered To: Florida Department of Education
(DO NOT FAX OR E-MAIL) Bureau of Contracts, Grants and Procurement Management Services
 Attn: Cynthia Ford
 332 Turlington Building
 332 West Gaines Street
 Tallahassee, Florida 32399-0400

Bid Responses received after this time and date may not be considered. By submitting a Bid Response, the Bidder represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services/commodities to be provided. All Bid Responses and associated forms should be signed and dated in ink by a duly authorized representative of the Bidder.

Each Bidder should fully acquaint itself with the conditions relating to performance requirements under the conditions of this ITB. All Bid prices should be submitted on the sheets provided in this ITB. All Bid prices must remain firm for 180 calendar days from date of Bid Opening.

All Bid Responses and related documents submitted in response to this ITB shall become the property of the State of Florida.

7.1 BID CONDITIONS

No conditions may be applied to any aspect of the ITB by the prospective Bidder. Any conditions placed on any aspect of the Bid documents by the prospective Bidder may result in the Bid Response being rejected as a conditional Bid (see "RESPONSIVENESS OF BIDS"). DO NOT WRITE IN CHANGES ON ANY ITB SHEETS. The only recognized changes to the ITB prior to Bid opening will be a written addenda issued by the Department.

7.2 BID RESPONSE FORMAT INSTRUCTIONS

This section contains instructions that describe the format for the Bid Response. All Bid Responses submitted should be marked as follows:

BID NUMBER: ITB 2016-64
COMPANY NAME
CONTACT PERSON NAME AND PHONE
OPENING DATE/TIME: JULY 14, 2016 AT 2:30 P.M.

The Bidder should submit one (1) original, five (5) hard copies, and two (2) copies in electronic format (flash drive, compact disc (CD), etc.) in Microsoft Word 5.0 or higher, or Adobe Acrobat (electronic file size should not exceed 12 MB) of the Bid Response.

▪ Section 1

• Transmittal Letter

The Bidder should provide a Transmittal Letter (on Company Letterhead) that contains the following statements:

- a statement that the person signing the Bid Response is authorized to represent the Bidder and bind the Bidder relative to all matters contained in the Bidder's Bid Response
- company's federal tax identification number
- a statement that the Bidder has read, understands, and agrees to all provisions of this ITB;
- a statement that the Bidder is authorized to conduct business in Florida. In lieu of such statement, the Bidder should alternatively represent that they will secure authorization to do business in Florida prior to contract execution;
- a statement that the Bidder is registered on the MyFloridaMarketPlace Website. In lieu of such statement, the Bidder should alternatively represent that they will complete such registration authorization prior to contract execution;
- a statement that the Bidder has electronically registered a valid W-9 with the Department of Financial Services (DFS). In lieu of such statement, the Bidder should alternatively represent that they will complete such registration authorization prior to contract execution. DFS is ready to assist any vendors with questions, and vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com>. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

When applicable, Bidder should address small, minority-, women-, and service-disabled veteran business enterprise participation in the transmittal letter. *If applicable*, a copy of your Certified Minority Business certificate from the Department of Management Services, Office of Supplier Diversity should be enclosed. Certification should be current at the time of the Bid opening.

The Bidder is encouraged to limit the letter to no more than two (2) pages.

Bidder must include documentation demonstrating that the Bidder is qualified to perform the services being contracted including demonstrating satisfactory experience and capability in the work area and the ability to supply the minimum tier amounts of the assessment materials referenced in the scope of services. The Bidder shall identify necessary experienced personnel and/or facilities to support the activities associated with this Bid.

- **Section 2**
 - Vendor's Bid Sheet (Attachment 1)
 - Disclosure Statement (Attachment 2)
 - Drug-Free Workplace Form (If Applicable) (Attachment 3)
 - Scrutinized Companies Lists (Attachment 5) (if applicable)
 - Minority Certificate (Attachment 4) (If Applicable)

SECTION 8 – SUBMITTALS AND EVALUATION

8.0 PRELIMINARY SUBMITTAL REVIEW

The absence of any of these documents may deem the Bid Response to be non-responsive and the Bid Response may not be evaluated. The Bid forms furnished should be used when submitting the response. Forms should be filled out in ink or typewritten, SIGNED AND DATED with no alterations or amendments made, and enclosed with a signed transmittal letter. Preliminary submittal review information should consist of the following:

- **TRANSMITTAL LETTER: (TO BE COMPLETED ON COMPANY LETTERHEAD)**
- **VENDOR'S BID SHEET: (ATTACHMENT 1)**
 BIDDER SHOULD USE THIS FORM WHEN SUBMITTING THEIR RESPONSE. USE OF ANY OTHER FORM MAY DISQUALIFY THE BID RESPONSE.
- **DISCLOSURE STATEMENT: (ATTACHMENT 2)**
- **SIGNED ADDENDUM(S), *If Applicable***

8.1 **POSTING OF BID TABULATION**

The Bid Tabulation will be posted at the Department's Bureau of Contracts, Grants and Procurement Management Services, 332 Turlington Building, 325 West Gaines Street, Tallahassee, Florida and on the VBS as specified in **SECTION 3.3 SCHEDULE OF EVENTS**, and will remain posted for a period of seventy-two (72) hours.

8.2 **PROTEST OF BID TABULATION OR PROCUREMENT TERMS**

Any Bidder who is adversely affected by the Department's recommended award or intended decision must file a written "Intent to Protest" with the Department at the address of posting. See **SECTION 4.4 PROCUREMENT PROTESTS/NOTICE OF RIGHTS** for protest information.

8.3 **INABILITY TO POST**

If the Department is unable to post as defined above, the Department will notify all Bidders by posting a notice on the VBS. The Department will provide written notification via the VBS of any future posting in a timely manner.

8.4 AWARD OF THE CONTRACT

Award will be made to the responsible and responsive Bidder who submits the lowest responsive bid. Services will be authorized to begin when the Contractor receives a fully executed contract from the Department's Contract Administrator.

ATTACHMENT '1'

Vendor Bid Sheet

This bid price based on indeterminate purchase quantities to be shipped within days upon receipt of approved order and delivered within days upon shipping of order (Maximum of 14 days from receipt of approved order to receipt of order by requester). (Bidder shall bill in the blanks)

Bid No: ITB 2016-64

Original Bid Term (3 years)

Item Description	Tier 1 Unit Qty	Ext Cost 1 (GxH)	Tier 2 Unit Qty	Ext. Cost 2 (JxK)	Tier 3 Unit Qty	Ext Cost 3 (MxN)	Tier 4 Unit Qty	Ext Cost 4 (PxQ)	Tier 5 Unit Qty	Ext Cost 5 (PxQ)
Standards for Four-Year-Olds (2011) Manual	1-250	\$0.00	251-500	\$0.00	501-750	751-1000	1001+	\$0.00	1001+	\$0.00

Item Description	Tier 1 Unit Qty	Ext Cost 1 (GxH)	Tier 2 Unit Qty	Ext. Cost 2 (JxK)	Tier 3 Unit Qty	Ext Cost 3 (MxN)	Tier 4 Unit Qty	Ext Cost 4 (PxQ)	Tier 5 Unit Qty	Ext Cost 5 (PxQ)	Tier 6 Unit Qty	Ext Cost 6 (PxQ)
Florida VPK Assessment Kit (Original - Full Kit: Components A through I)	1-25	\$0.00	26-50	\$0.00	51-75	76-100	101-200	201+				
Florida VPK Assessment Kit (Replacement - Partial Kit: Components A, C, D, E, F, & H)	1	\$0.00	26	\$0.00	51	76	101	\$0.00	201	\$0.00		\$0.00
Components Only												
A - Florida VPK Assessment Teacher's Manual	1	\$0.00	26	\$0.00	51	76	101	\$0.00	201	\$0.00		\$0.00
B - Florida VPK Assessment - Assessment Booklet Assessment Periods 1, 2, & 3	1	\$0.00	26	\$0.00	51	76	101	\$0.00	201	\$0.00		\$0.00
C - Florida VPK Assessment - (AP) 1 Response Booklet	1	\$0.00	26	\$0.00	51	76	101	\$0.00	201	\$0.00		\$0.00
D - Florida VPK Assessment - (AP) 2 Response Booklet	1	\$0.00	26	\$0.00	51	76	101	\$0.00	201	\$0.00		\$0.00
E - Florida VPK Assessment - (AP) 3 Response Booklet	1	\$0.00	26	\$0.00	51	76	101	\$0.00	201	\$0.00		\$0.00
F - Florida VPK Assessment - Administration DVD and Label	1	\$0.00	26	\$0.00	51	76	101	\$0.00	201	\$0.00		\$0.00
G - "Use and Guidelines" Sticker - Florida VPK Assessment Administration DVD	1	\$0.00	26	\$0.00	51	76	101	\$0.00	201	\$0.00		\$0.00
H - Florida VPK Assessment Program - Flyer	1	\$0.00	26	\$0.00	51	76	101	\$0.00	201	\$0.00		\$0.00
I - Accurate Sound Productions for Teachers to Model - DVD and Label	1	\$0.00	26	\$0.00	51	76	101	\$0.00	201	\$0.00		\$0.00

Services Description		Unit Cost
Printing Services	Finishing Services	
1 sided black & white printing	Cornered Stapled (left or right)	
1 sided color printing	(Portrait)	
2 sided black & white printing	Three hole punch	
2 sided color printing	Collated	
	Shrink Wrapped	

Bid Total - Grand total of all highlighted cells
\$0.00

***** SIGN BELOW. UNSIGNED OFFERS MAY NOT BE CONSIDERED *****

VENDOR NAME: _____

MAILING ADDRESS _____

CITY/ STATE/ ZIP CODE _____

AUTHORIZED AGENT (typed): _____

AUTHORIZED AGENT (manual signature): _____

DATE: _____ TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

This bid price based on indeterminate purchase quantities to be shipped within 7 days upon receipt of approved order and delivered within 7 days upon shipping of order (Maximum of 14 days from receipt of approved order to receipt of order by requester). (Bidder shall bill in the blanks)

Bid No: ITB 2016-64
Optional Renewal (up to 3 years)

Item Description	Tier 1 Unit Qty	Ext. Cost 1 (GxH)	Tier 2 Unit Cost	Ext. Cost 2 (JxK)	Tier 3 Unit Cost	Ext. Cost 3 (MxN)	Tier 4 Unit Cost	Ext. Cost 4 (PxQ)	Tier 5 Unit Cost	Ext. Cost 5 (PxQ)
Standards for Four-Year-Olds (201.1) Manual	1	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	1-250		251-500		501-750	751-1000			1001+	
	1		251		501	751			1001	

Item Description	Tier 1 Unit Qty	Ext. Cost 1 (GxH)	Tier 2 Unit Cost	Ext. Cost 2 (JxK)	Tier 3 Unit Cost	Ext. Cost 3 (MxN)	Tier 4 Unit Cost	Ext. Cost 4 (PxQ)	Tier 5 Unit Cost	Ext. Cost 6 (PxQ)
Florida VPK Assessment Kit (Original - Full Kit: Components A through I)	1	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Florida VPK Assessment Kit (Replacement - Partial Kit: Components A, C, D, E, F, & H)	1	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Components Only										
A - Florida VPK Assessment Teacher's Manual	1	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
B - Florida VPK Assessment - Assessment Booklet Assessment Periods 1, 2, & 3	1	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
C - Florida VPK Assessment - (AP) 1 Response Booklet	1	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
D - Florida VPK Assessment - (AP) 2 Response Booklet	1	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
E - Florida VPK Assessment - (AP) 3 Response Booklet	1	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
F - Florida VPK Assessment - Administration DVD and Label	1	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
G - "Use and Guidelines" Sticker - Florida VPK Assessment Administration DVD	1	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
H - Florida VPK Assessment Program - Flyer	1	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
I - Accurate Sound Productions for Teachers to Model - DVD and Label	1	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00

Services Description	Unit Cost
Printing Services	
1 sided black & white printing	
1 sided color printing	
2 sided black & white printing	
2 sided color printing	
Finishing Services	
Cornered Stapled (left or right)	
(Portrait)	
Three hole punch	
Collated	
Shrink Wrapped	

Bid Total - Grand total of all highlighted cells
\$0.00

***** SIGN BELOW. UNSIGNED OFFERS MAY NOT BE CONSIDERED *****

VENDOR NAME: _____
 MAILING ADDRESS _____
 CITY/ STATE/ ZIP CODE _____
 AUTHORIZED AGENT (typed): _____
 AUTHORIZED AGENT (manual signature): _____
 DATE: _____ TELEPHONE: _____ FAX: _____
 EMAIL ADDRESS: _____

ATTACHMENT '2'

DISCLOSURE STATEMENT

(Rev. 07/02)

PARTNERSHIP OR INDIVIDUAL

I hereby certify that I, if an individual, or each of us, if a partnership, doing business as

_____ *(Name of Individual or Partnership)*

(am)(is) not now involved in nor have I ever engaged in any private business venture or enterprise, directly or indirectly, with the Commissioner of Education, the Deputy Commissioner of Education, any Associate Commissioner of Education, Division Director or Bureau Chief within the Florida Department of Education.

I further certify that neither I, nor any partner, if a partnership, nor anyone acting in my or our behalf has requested that any of the above designated persons or any other employee of the Florida Department of Education exert any influence to secure the appointment of _____ under this proposed agreement.

_____ *(Name of Individual or Partnership)*

(1) _____
Signature

Signature

Signature

COMPANY OR CORPORATION

I hereby certify that neither I nor any owner, officer, director, or shareholder of _____, a

_____ *(Name of Corporation (Company))*

_____ (2) corporation, licensed to do business in Florida, is presently involved in

_____ *(Name of State of Inc.)*

or has engaged in any private business venture or enterprise, directly or indirectly, with the Commissioner of Education, the Deputy Commissioner of Education, any Associate Commissioner of Education, Division Director or Bureau Chief within the Florida Department of Education.

I further certify that neither I nor any owner, officer, director, or shareholder of this corporation or anyone acting on behalf of this corporation or any of its owners, officers, directors, or shareholders has requested that any of the above designated persons or any employee of the Florida Department of Education exert any influence to secure the appointment of _____ under this proposed agreement.

_____ *(Company)*

_____ *(Corporation)*

(3) _____
Signature

Title

(1) If partnership, each partner must sign & execute.

(2) If company is not incorporated, insert "not incorporated" in this space.

(3) If incorporated, this statement is to be executed by same person who will execute contract, if awarded.

ATTACHMENT '3'

DRUG-FREE WORKPLACE

(will be considered in case of identical tie Bids)

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bid Responses which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid Response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bid Responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

ATTACHMENT '4'

**STATE OF FLORIDA DEPARTMENT OF EDUCATION
MINORITY SUB CONTRACTORS UTILIZATION SUMMARY**

The Department's Supplier Diversity initiative strives to ensure the promise of Florida's future is shared by all of its residents, regardless of race, ethnicity, disability, neighborhood or background. To that end, the Department is dedicated to support, track and increase its small, minority-, women-, and service-disabled veteran business enterprise spending with prime contractors and subcontractors. This form was developed to assist in these efforts.

The Prime Contractor shall report all small, minority-, women-, and service-disabled veteran business enterprise Subcontractors, identifying the Name, Address, Type of Certification and Dollar Amount on the form below. The Prime Contractor shall submit this form with each invoice submitted for payment, whether or not funds have been spent with a small, minority-, women-, and service-disabled veteran business enterprise Subcontractor for the period covered by the invoice. The Office of Supplier Diversity, Florida Department of Management Services will assist in furnishing names of qualified minorities. The Office of Supplier Diversity can be reached at (850/487-0915); the Internet Web address is http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd.

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

CONTRACT TITLE: _____

MBE CONTRACTORS Full Name, Address, Telephone Number	State Certified	Non- Certified	Non- Profit	Dollar Amount

Total Amount
\$ _____

Certified True and Correct by:

Prime Contractor

Title

Date

Submit Report to:

Mrs. ReGina Fields
Bureau of Contracts, Grants
& Procurement
Management Services
332 Turlington Bldg
325 West Gaines Street
Tallahassee, FL 32399-0400

For additional information, you may call Mrs. Fields at 850/245-9173, or email regina.fields@fldoe.org

ATTACHMENT '5'

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____,
who is authorized to sign on behalf of the above referenced company.
Authorized Signature Print Name and Title: _____

ATTACHMENT '6'
OFFICE OF
Early Learning

LEARN EARLY. LEARN FOR LIFE.

Name of Contractor

Type of Procurement and Number

Contract Award Number

250 Marriott Drive, Tallahassee, Florida 32399
Telephone: (850) 717-8550 Fax: (850) 921-0026 Toll Free Line: 1-866-FL-Ready (357-3239) [Office of Early Learning Website: www.FloridaEarlyLearning.com](http://www.FloridaEarlyLearning.com)

The Office of Early Learning is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

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Contract # SRXXX

**STATE OF FLORIDA OFFICE
OF EARLY LEARNING**

STANDARD CONTRACT

THIS CONTRACT (the “Contract”) is between the State of Florida, Department of Education, Office of Early Learning, (hereinafter the “Office” or “OEL”) and _____ hereinafter referred to as the “Contractor” (each individually a “Party” and collectively the “Parties”).

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

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

1. Vendor or Subrecipient Determination

The Office has reviewed the criteria pursuant to 2 CFR §200.330, *Subrecipient and contractor determinations*, and determined that Contractor is a:

- Vendor
 Subrecipient

for purposes of this Contract.

Contractor acknowledges that if it is determined and designated above to be a subrecipient then it is subject to federal audit requirements as specified in 2 CFR §200 Subpart F , *Audit Requirements*, and Florida Single Audit Act, §215.97, F.S., as appropriate and shall be subject to monitoring and audit conditions and requirements as set forth in Attachment 3.

2. Contract Documents

The Contract consists of the following documents (the “Contract Documents”):

- 2.1. Standard Contract
- 2.2. Attachment 1 – Special Conditions
- 2.3. Attachment 2 – Applicable federal and state laws
- 2.4. Attachment 3 – Monitoring and Audit Requirements where contractor has been determined to be a subrecipient as noted in 1. above;
- 2.5. Attachment 4– Certifications and Assurances where contractor has been determined to be a subrecipient as noted in 1. above; and
- 2.6. Attachment 5 – Scope of Work

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

3. Order of Precedence in the Event of Conflict in Terms

If there is any conflict in the provisions set forth herein, the conflict will be resolved in the following order of priority (highest to lowest):

- 3.1. Federal law and regulations

- 3.2. Florida law and rules
- 3.3. Standard Contract and Special Conditions (Attachment 1)
- 3.4. PUR 1000 unless the conflicting term in the PUR 1000 Form is required by any section of the Florida Statutes, in which case the term contained in the PUR 1000 shall take precedence over the Special Condition (Rule 60A-1.002(7) (b), F.A.C.)
- 3.5. Contractor (Subrecipient) Monitoring and Audit Requirements (Attachment 3), if applicable
- 3.6. Scope of Work (Attachment 5)

4. Incorporation of Florida Contract Provisions

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

5. Effective Date

The Contract shall be effective on _____ or on the date on which the last Party has signed the Contract, whichever is later.

6. Ending Date

The Contract term shall end on _____ unless the Contract is terminated earlier or extended or renewed as provided herein.

7. Renewal

Subject to the limitations set forth in ss. [287.057\(13\)](#), and [287.058\(1\)\(g\)](#), F.S., this Contract is renewable at the option of the Office for a renewal period not to exceed 3 years or the term of the original contract, whichever is longer. The Office shall provide advance written notice of at least _____ days of its decision to exercise its option.

This Contract is not renewable.

8. Extension

Subject to agreement by the parties, extension of a contract for contractual services shall be in writing for a period not to exceed six months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Contractor.

9. No State Obligation before Starting Date or After Ending Date

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

10. Total Contract Amount

The total amount to be paid under this contract shall not exceed \$_____, subject to the availability of funds and the Office's determination of satisfactory performance of all terms by Contractor. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriations by the Legislature.

11. Contract Manager for Contractor and for the Office of Early Learning

The Contract Manager is responsible for enforcing performance of the contract terms and conditions and serves as a liaison with the Contractor.

Contractor's Contract Manager	
Name:	
Title:	
Address:	
Office Phone:	
E-mail Address:	

Office of Early Learning's Contract Manager	
Name:	
Title:	Contract Manager
Address:	Office of Early Learning 250 Marriott Drive Tallahassee, Florida 32399
Office Phone:	(850)717-
E-mail Address:	@oel.myflorida.com

12. Change in Contract Managers

In the event that different Contract Managers are designated by any Party after the execution of the Contract, notice of the foregoing information for the new Contract Manager will be transmitted by e-mail or sent in writing to all of the Parties and said notification will be attached to copies of the Contract.

13. Warranty of Authority

Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party.

THIS SPACE LEFT BLANK INTENTIONALLY

14. Execution

In consideration of the mutual covenants set forth above and in the attachments hereto, the Parties have caused to be executed this Contract by their undersigned officials duly authorized.

Execution by Contractor	
Contractor's Name:	
Signature:	
Printed Name:	
Title:	
Date:	
FEIN:	

Execution by Office of Early Learning	
Signature:	
Printed Name:	Rodney J. MacKinnon
Title:	Executive Director
Date:	
FEIN:	59-3474751

Office of Early Learning Approval as to Form and Legality	
Signature:	
Printed Name:	Margaret O'Sullivan Parker
Title:	General Counsel
Date:	

THIS SPACE LEFT BLANK INTENTIONALLY

Attachment 1 – Special Conditions

1. **Governing Law - Florida**

This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of this contract.

2. **Dispute Resolution and Venue**

Section 31 of PUR 1000 relating to Dispute Resolution is removed and replaced with the following:

2.1. **Mutual Discussion**

In case of any dispute, claim, question or disagreement arising from or relating to or arising out of this Contract or the breach thereof, the parties shall first attempt resolution through mutual discussion.

2.2. **Performance during Dispute Resolution**

The Contractor agrees that pending the resolution of any dispute, controversy, or question, the Contractor shall continue to perform its obligations without interruption or delay, and the Contractor shall not stop or delay any performance under the contract.

2.3. **Litigation**

Disputes, claims, or any other matters shall be determined under the judiciary system of the State of Florida. The venue of any and all actions pertaining to this Contract shall be in Leon County, Florida.

3. **Vendor Ombudsman**

A Vendor Ombudsman has been established within the Florida Department of Financial Services. The duties of this individual include acting as an advocate for contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling (850) 413-5516.

4. **Cooperation**

The Contractor shall cooperate in good faith in response to any reasonable requests from the Office to discuss, review, inspect, or audit Contractor performance and compliance under this contract.

5. **Renegotiation due to Changes in Federal or State Law, Rules or Regulation**

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

6. **Scope of Work**

Attachment 5 entitled Scope of Work will include instructions that include, but may not be limited to, the following topics.

6.1. **Reporting requirements**

6.1.1. The timing, nature and substance of reports the Contractor is required to prepare.

6.1.2. A final status report/final invoice will be submitted prior to final payment.

6.1.3. See 2 CFR §§200.327– 200.332 for more information on federal reporting requirements.

6.2. Remedies

6.2.1. Specific remedies for noncompliance and/or nonperformance.

6.2.2. Specific steps for pro-rating invoice amounts if minimum performance standards are not met.

6.2.3. Remedies for contract violations or breach of contract as required for agreements in excess of State Category Two threshold (i.e., \$35,000). See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

7. Financial Consequences

If the Contractor fails to meet the minimum level of service or performance identified in this contract, or that is customary for the industry, then the Office of Early Learning will be injured as a result thereof. Therefore, Contractor agrees that if the requirements of this Contract are not timely and satisfactorily performed, the Contractor shall be subject to one or more of the financial consequences listed herein.

The contract manager shall periodically review the progress made on the activities and deliverables listed on Attachment 5 entitled “Scope of Work” incorporated herein. If the contractor fails to meet and comply with the activities/deliverables established in the contract or to make appropriate progress on the activities and/or towards the deliverables and they are not resolved within two weeks of written notification wherein the nature of the failure to perform is identified, the contract manager may approve: (1) a withholding of payment until the deficiency is cured, (2) a request the contractor redo the work, or (3) a reduced payment by the per-day assessment agreed to by the parties prior to entering into the contract. The contract manager must assess one or more of the financial consequences based on the severity of the failure to perform and the impact of such failure on the ability of the contract to meet the timely and desired results. These financial consequences shall not be considered penalties.

The Office of Early Learning, at its sole discretion, may offer the Contractor an extension for any listed tasks, timelines, or deliverables during which the indicated financial consequences shall not apply. Notification of any extension shall be provided to the Contractor in writing. In addition, the Office of Early Learning may, in its sole discretion, grant a waiver of financial consequences if the Contractor drafts a corrective action plan for approval by the Office of Early Learning and subsequently comes into compliance with the approved corrective action plan.

If financial consequences are imposed and due, the Office of Early Learning may offset the financial consequences from the next invoice submitted by the Contractor or from the final retained payment of the contract, or require separate payment from the Contractor.

Any payment made in reliance on the Contractor’s evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with the above section of this Contract entitled “Return of Funds and Property” to the extent of such error.

8. Auditing and Accounting

If Contractor is a subrecipient as opposed to a vendor as specified on page _____ section one; then, in accordance with Attachment 4, the Contractor will provide a financial and

compliance audit to the Office, if applicable, and ensure that all related party transactions are disclosed to the auditor.

9. Return of Funds

The Contractor shall return to the Office any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Office. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment within forty (40) calendar days without prior notification from the Office. In the event that the Office first discovers an overpayment has been made, the Office of Early Learning will notify the Contractor in writing of such a finding which was paid contrary to the terms of the Contract. Should repayment not be made in a timely manner, the Office shall be entitled to charge interest at the 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 Office's Contract Manager, and made payable to "the Office of Early Learning."

10. Travel

Travel expenses will be reimbursed only if expressly authorized by the terms of the Contract. If authorized, bills for any travel expenses shall be submitted and reimbursed in accordance with s. [112.061](#), F.S. Only travel performed in connection with approved contract activities will be considered for reimbursement. The Office requires travel reimbursements be submitted within 30 days of the travel event.

Section 112.061, F.S., specifies in what manner the Contractor may be reimbursed for all travel-related costs incurred. The statute allows costs for preapproved, reasonable and necessary per diem allowances and travel expenses. The Contractor shall be reimbursed such costs at the standard travel reimbursement rates that s. 112.061, F.S., establishes, and shall comply with all applicable federal and state requirements.

11. Final Invoice

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

12. Certified Forward

In accordance with [s. 216.301, F.S.](#), on June 30 of each year, the Office certifies outstanding obligations in the form of certified forward budget. The certified forward budget reverts on September 30th each year, and is no longer available for payment of invoices. Invoices submitted after June 30th for the prior fiscal year, for which no certified forward budget remains, shall be paid from the current fiscal year funding allocation. Refunds submitted after June 30th for the prior fiscal year will not restore or create certified forward budget.

13. Reasonable Assurances if Requested

If the Office learns of the existence of legal or financial conditions during the term of the Contract, whether disclosed by the Contractor or independently discovered by the Office, that causes the Office concern that the Contractor's ability or willingness to perform the

Contract is jeopardized, then upon written demand by the Office, the Contractor shall provide to the Office in writing all reasonable assurances to demonstrate that the Contractor will be able to perform the Contract in accordance with its terms and conditions, and the Contractor and/or its subcontractor(s) has not and will not engage in conduct in performing services for the Office which is similar in nature to the conduct that is the subject of the legal or financial conditions causing such concern.

14. Loss of Federal or State Funding

In the event funds to finance the Contract become unavailable or if federal and state funds upon which the Contract is dependent is withdrawn or redirected, the Office may terminate the Contract upon no less than twenty-four (24) hours written notice to the Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Office shall be the final authority as to the availability of funds. In the event that the Office terminates the Contract for lack of funding, the Office shall pay the Contractor as follows:

- 14.1. For Contractor's work in progress that has not yet culminated in a Deliverable accepted by the Office, the Office shall reimburse Contractor for all documented and verifiable costs reasonably incurred for such Contract work.
- 14.2. The Office shall reimburse Contractor for all documented and verifiable costs reasonably incurred terminating or winding down the Contract.
- 14.3. In no event shall Contractor be entitled to receive, or the Office obligated to pay, any amounts in excess of what is legally appropriated and available for the Office to devote to Contract payments.
- 14.4. If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default on part of the Office or the State. The Office agrees to notify the Contractor in writing at the earliest possible time if funds are not appropriated or available. The cost of services paid under any other Contract or from any other source is not eligible for reimbursement under the Contract.

The Contractor shall cooperate and make available any documentation in order for the State and the Office to comply with applicable federal statutes, laws, rules, policy, guidance and procedures as it relates to the funding of the Contract.

15. Contractor's Responsibility If Contract Is Terminated

Federal and state standards for procurement and contracts administration require all contracts in excess of \$10,000 to discuss events that trigger termination, the manner by which termination shall be effected, and the basis for settlement. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

Termination for cause. In the event of termination of this Contract by the Office for cause, the Contractor shall be liable for the Office's expenses for additional managerial and administrative services required to complete or obtain the services or items from another contractor. Additional details are described in Section 23 of PUR 1000 [DMS PUR 1000 link](#).

Termination for convenience. The office, by written notice to the Contractor, may terminate the Contract in whole or in part when the Office determines in its sole discretion that it is in the state's interest to do so. The Contractor shall not furnish any services after it

receives the notice of termination, except as necessary to complete the continued portion, if any, of the Contract. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

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

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

16. Records Retention

Requirements related to retention and access to grant program records are determined by federal and state laws, rules, and regulations. Federal regulation 2 CFR §200.333, *Retention requirements for records*, addresses the retention requirements for records that applies to all financial and programmatic records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal project or grant program. If any litigation, claim, or audit is started before the expiration date of the retention period, the records must be maintained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

Section 119.0701(2)(d), F.S. requires the Contractor to meet all requirements for retaining public records and transfer at no cost to the Office, all public records in possession of the contractor upon termination of the contract, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Office in a format that is compatible with the information technology systems of the Office.

In Florida, the General Records Schedule GS1-SL for State and Local Government Agencies (available at <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>) includes the following requirements related to contracts files for Contractors:

- 16.1. This record series documents activities relating to contract-funded projects conducted by the Contractor, including the application process and the receipt and expenditure of contract funds. These files may include, but are not limited to, procurement responses/applications; contracts; agreements; contract status, narrative, and financial reports; and supporting documentation. Project completion has not occurred until all reporting requirements are satisfied and final payments have been received.
- 16.2. The length of retention for these records in Florida is five years after the completion of the project provided applicable audits have been released or if an audit, litigation,

claim, negotiation or other action involving the records has been initiated before the expiration of the retention period and the disposition of the records or audit findings have not been resolved at the end of five years, the records shall be retained until completion of the action and resolution of all issues which arise from the audit findings through litigation or otherwise. 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 Contractor will cooperate with the Office during the contract, and subsequent required retention period, to facilitate the duplication and transfer of any records or documents upon request of the Office.

17. Public Records Law Compliance – s. 119.0701, F.S.

Contractor is required to comply with the Florida Public Records law - Chapter 119, Florida Statutes. Contractor specifically shall:

- 17.1. Keep and maintain public records that ordinarily and necessarily would be required by the Office in order to perform the services under this contract.
- 17.2. Provide the public with access to public records on the same terms and conditions that the Office would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 17.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 17.4. Meet all requirements for retaining public records and transfer, at no cost, to the Office all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Office in a format that is compatible with the information technology systems of the Office.
- 17.5. The following records are specifically excluded from inspection, copying, and audit rights under the Contract.
 - 17.5.1. Records of the Contractor (and subcontractor) that are unrelated to the Contract.
 - 17.5.2. Documents created by and for the Office or other communications related thereto that are confidential attorney work product or subject to attorney-client privilege, unless those documents would be required to be produced for inspection and copying by the Office under the requirements of Chapter 119, Florida Statutes, and Article I, Section 24 of the Florida Constitution.
 - 17.5.3. The Contractor's (and subcontractor's) internal cost and resource utilization data, or data related to employees, or records related to other customers of the Contractor, or any subcontractor who is not performing services under this Contract.

18. Request for Records; Noncompliance

If the contractor does not comply with a public records request, the Office shall enforce the contract provisions in accordance with the contract.

The Contractor must notify the Office, by email to the Contract Manager within one (1) business day from receipt, of all request(s) for public records pursuant to Chapter 119, Florida Statutes, including an estimate of when the public records request will be satisfied. Public Records Requests shall also be emailed to:

Office of Early Learning
Public Information Officer
250 Marriott Drive
Tallahassee, Florida 32399
Email Address: PIO@OEL.MyFlorida.com

The Contractor shall email to the address above a copy of all documents provided to the public records requestor by the end of the day the records are sent to the requestor.

19. Public Records - Proprietary or Trade Secret Information

Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, Florida Statutes. Any claim by Contractor of proprietary or trade secret confidentiality for any information contained in Contractor's documents (reports, deliverables or work-papers, etc., in paper or electronic form) submitted in connection with this contract will be waived, unless the claimed confidential information is submitted in accordance with this section.

The Contractor must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as proprietary or trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Contractor shall include information correlating the nature of the claims to the particular protected information.

The Office, upon receiving a public records request that includes a request for any documents that the Contractor claims are confidential as proprietary trade secrets, may require the Contractor to expeditiously submit redacted copies of documents marked as confidential or trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification under this section, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be proprietary or trade secret. If the Contractor fails to promptly submit a redacted copy, the Office is authorized to produce the records sought without any redaction of proprietary or trade secret information.

The Contractor shall be responsible for defending its claim that each and every portion of the redactions of proprietary or trade secret information are exempt from inspection and copying under Florida's Public Records Law.

20. Subpoenas

The Contractor shall notify the Office verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in the Contractor's

possession related to the Contract is subpoenaed or used, copied, or removed (except in the ordinary course of business) by anyone except an individual authorized by the Office to use, copy, or remove data. The Contractor shall cooperate with the Office in taking all steps as the Office deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

21. Public Announcements, Press Releases, Sponsorships

The Office does not endorse any Contractor, commodity or service. The Contractor shall not provide any information to any media representative or any other external party regarding the Contract or any services delivered under the Contract without prior written approval from the Office's Public Information Officer. The Contractor shall also notify the Public Information Officer of the Office of Early Learning at (850) 717-8599 verbally within one (1) hour and in writing, with a copy to the Office's Contract Manager, within one (1) business day of any inquiries received from any media outlet or representative. The Contractor shall not use the Office's Logo without the written approval of the Office.

“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, all States receiving Federal funds, including but not limited to State and local governments and contractors of Federal research grants, 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, as required by s. 286.25, F.S., if the Contractor is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through the Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (Contractor's name) and the State of Florida, Office of Early Learning.” If the sponsorship reference is in written material, the words “State of Florida, Office of Early Learning” shall appear in the same size letters or type as the name of the organization.

The Contractor is prohibited from using Contract information, sales values or sales volumes, or the Office's stakeholders or customers, in sales brochures or other promotions, including press releases, unless prior written approval is obtained from the Office.

22. Time is of the Essence

Time is of the essence regarding the performance obligations set forth in the Contract.

23. Subcontracts

The Contractor shall not subcontract any of the work contemplated under the Contract without prior written approval of the Office. Any subcontract or other transfer of duties and responsibilities without prior approval of the Office shall be null and void.

The Contractor agrees to be responsible for all work performed and all expenses incurred with the Project. If the Office permits the Contractor to subcontract all or part of the work

contemplated under the Contract, including entering into subcontracts with vendors for services and commodities, it is understood by the Contractor that all such subcontract arrangements shall be evidenced by a written document which shall include a detailed scope of work, specific deliverables with quantifiable, measurable and verifiable units, performance measures and financial consequences and shall be subject to prior review and approval by the Office. The review of the written subcontract document by the Office will be limited to a determination of whether or not subcontracting is permissible and the inclusion of applicable terms and conditions of the Contract. In subcontracting, the Contractor shall ensure that the subcontractor has the same responsibilities to the Contractor with respect to the subcontracted work that the Contractor has to the Office.

The Contractor shall administer the activities of the subcontractor. The Contractor further agrees that the Office shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend the Office against such claims. The Contractor retains sole responsibility for the qualifications of all persons working on this Contract whether Contractor's employees or any Subcontractors' employees.

In the event the State approves transfer of the Contractor's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the Contract. In addition, the Contract shall bind the successors, assigns, and legal representatives of the Contractor.

24. Supplemental Contracts

The Contractor agrees that the Office may undertake or award supplemental contracts for work related to the Contract, or any portion thereof. The Contractor shall cooperate with such other contractors and the Office in all such cases. Any subcontractors to the Contractor will be required to act in a like manner.

25. Background Screening

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

- 25.1. Ensure that background checks, including criminal history checks, are conducted on current and newly hired employees, including subcontractor employees, prior to the employee or subcontractor providing services under the Contract.
- 25.2. Register with the Florida Department of Law Enforcement (FDLE) and have all of its employees assigned to work on this Contract screened in a manner consistent with s. 943.0542, F.S.
- 25.3. Ensure that any Sub-Contractor it retains who also meets the definition of “qualified entity” to also register and have all of its employees assigned to work on this Contract (or subcontract) screened in a manner consistent with s. 943.0542, F.S.
- 25.4. Provide verification for all personnel of Contractor and of any Sub-Contractor assigned to work on this contract of:

- 25.4.1. Passing the level 2 background screening standards as set forth in s. 435.04, F.S.,
 - 25.4.2. The highest level of education claimed,
 - 25.4.3. All applicable professional licenses claimed, and
 - 25.4.4. The past five years of employment history.
- 25.5. Not allow any employee or subcontractor employee to assist in the providing of services under the Contract if the background checks indicate that the employee fails to meet the qualification standards established pursuant to s. 435.04(2), F.S.
 - 25.6. Submit the above verifications for personnel assigned to this Contract within thirty (30) calendar days of the beginning date of the Contract to the Office.
 - 25.7. Submit the above verification for new personnel assigned to this Contract before they begin work on the Contract to the Office. A level 2 background screening no earlier than ninety (90) days before the effective date of this contract shall be accepted as in compliance with this provision.
 - 25.8. Update the background screening before the anniversary date of the initial background screening check, and each year thereafter, if the individual continues to perform under the contract.
 - 25.9. Conduct a new the background screening if there is a ninety day lapse in employment from working on this Contract in which case the person shall be rescreened before being assigned to this contract.
 - 25.10. Arrange for and pay all the costs for background screenings.
 - 25.11. Require each employee it assigns to this contract to notify the Contractor within ten days of being arrested for any criminal offense.
 - 25.12. Review the alleged offense, determine if the offense is one that would exclude the employee under a level 2 screening, and if so remove the employee from work on this contract. The employee may not return to work on this Contract until cleared of all charges.

Any Contractor or subcontractor who does not meet the definition of “Qualified Entity” but who will perform duties under this contract and who will have access to a child care location while children are present, or who will have access to confidential information about the children or their parent or guardian in either the School Readiness or Voluntary Prekindergarten Education or other program pursuant to this contract shall nevertheless comply with all of the above standards except a level 1 background screening is substituted for a level 2 screening.

Any Contractor or subcontractor who does not meet the definition of “Qualified Entity” and who will perform duties under this contract but will have absolutely no interaction with nor be present around a child in care nor will they have access to any confidential information about either a child in care or that child’s family is not required to submit its employees to a background screening.

26. Contractor as Independent Contractor

In the Contractor's performance of its duties and responsibilities under the Contract, it is mutually understood and agreed that the Contractor is at all times acting and performing as an independent contractor. The Office shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein and in law. Nothing in the Contract is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

Except where the Contractor is a State agency as described in s. 768.28(2), F.S., the Contractor, its Officers, agents, employees, subcontractors, or assignees, in performance of the Contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Nor shall the Contractor represent to others that, as the Contractor, it has the authority to bind the Office unless specifically authorized to do so.

Unless agreed to by the Office in the Scope of Work, the Office will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the Contractor or its subcontractor or assignee.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the Contractor, its officers, employees, agents, subcontractors, or assignees shall be the responsibility of the Contractor.

27. No Contract Services to be performed Outside the USA

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

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

28. Change of Ownership of Contractor

If a change of ownership of the Contractor is anticipated during the contract period following the Contract effective date, the Contractor must notify the Office's Contract Manager by email within twenty-four (24) hours of learning of the potential change in ownership and describe the circumstances of such change and indicate when the change is likely to occur. Subsequent to the email notification, the Contractor shall additionally provide written notification on contractor letterhead to the Office's Contract Manager within 10 days of the date of the prior email.

29. Staff Qualifications and Substitutions

Contractor shall ensure that all staff assigned to this contract is qualified to deliver services under the terms and conditions of this Contract. Qualifications must include not only appropriate educational background based upon job duties, but also experience in similar or like employment. Staff qualifications must be in writing for all staff assigned to this contract while the contract remains in effect. The Contractor shall ensure staff qualification requirements described above are also met for any approved subcontractors.

Contractor shall notify the Contract Manager by email no later than ten days of any changes in the staff assigned to this Contract, and shall include information related to replacement staff assigned to the Contract. Changes in staff are subject to review and approval of the Office.

30. Accessible Electronic Information Technology

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

31. Information and Data Security Requirements

The Contractor must comply with the Office's Information Technology Policy and Procedures [Manual](#) (June 2014), ([Manual link](#)), [Rule 71A-1.005, F.A.C.](#), and employ adequate security measures to protect the Office's information, applications, data, resources, and services.

The Office's Information Technology Policy and Procedures Manual is hereby adopted and incorporated by reference as if fully set out herein.

32. Procurement of Information Technology Resources or Services

If this contract is the result of procurement of Information Technology or Information Technology Resources or Services, the Scope of Work must contain appropriate security requirements which are consistent with the rules and guidelines established by the Agency for State Technology or successor entity. See s. [282.318](#) (4)(g) and(5), F.S.

33. Information Resource Acquisition

The Contractor shall obtain prior written approval from the Office Contract Manager 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 Office's Contract Manager.

34. Confidential Data

The provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida. See 2 CFR §200.337, *Restrictions on public access to records*, and 2 CFR §200.82, *Protected Personally Identifiable Information* (PPII), to review federal grant program instructions.

The Contractor will treat data obtained from the Office, Early Learning Coalitions or other Partner Agencies as confidential as required under Sections [1002.72](#) and [1002.97, F.S.](#), and other applicable laws. The Contractor agrees not to use or disclose any information concerning Contractor's services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the public assistance recipient, or their responsible parent or guardian when authorized by law, if applicable, and then only with the prior written approval of the Office.

All Contractor personnel, including its employees, subcontractors, agents, or any other individuals to whom the Contractor allows access to confidential information while performing work under the Contract must receive instruction from the Office regarding the confidential nature of the information and the requirements of the contract. Contractor shall be provided these instructions if applicable.

35. Prohibition of Peripheral Devices for Confidential Data Storage

The Contractor, including its employees, subcontractors, agents, or any other individuals to whom the Contractor exposes confidential information obtained under the Contract, shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Contract.

36. Return or Destruction of Confidential Data

Upon termination of the Contract for any reason, Contractor agrees either to return to the Office or, if return is not feasible, destroy all confidential information in whatever form or medium that Contractor received from or created on behalf of the Office to include without limitation all backup tapes. This provision shall also apply to all confidential information that is in the possession of subcontractors or agents of 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 ten (10) calendar days after the effective date of the conclusion of the Contract. Within the ten (10) calendar day period, Contractor shall certify on oath in writing to the Office that such return or destruction has been completed.

If Contractor believes that the return or destruction of confidential information is not feasible, Contractor shall provide in writing within ten (10) 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 contract as long as Contractor maintains the confidential information.

37. Breach of Security/Confidentiality

For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with Contractor operations; however, random attempts at access shall not be considered a security incident.

For purposes of this Contract, "Breach of Security" means unauthorized access of data in electronic form containing personal information. Good faith access of personal information by an employee or agent of the contractor does not constitute a breach of security, provided

that the information is not used for a purpose unrelated to the contract or subject to further unauthorized use.

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 notify the Office in writing of any Security Incident or breach of confidential information 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 Office 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 Office.

If the Office, at its sole discretion, determines that the Contractor has failed to comply with any confidentiality provision of this contract, or determines that prompt and satisfactory corrective action has not occurred, the Office has the unilateral right to suspend the Contract until it is satisfied that corrective action has been taken or may terminate the Contract. If the contract is terminated, Contractor must immediately surrender to the Office 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 Office 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 Contract.

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

Criminal Penalties: The Contractor and any of its employees, agents, contractors, subcontractors, affiliates or any other individual that breaches the confidentiality requirements of the Contract are subject to any state or federal criminal sanctions provided by law, including, but not limited to penalties as provided for in s. 119.10, F.S., the Florida Computer 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 Contract or applicable laws are subject to any and all civil remedies available to the Office and the State of Florida.

38. No Waiver of Sovereign Immunity

Nothing contained in this contract is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

39. Indemnification

The Contractor shall be responsible for indemnification pursuant to Section 19 of PUR 1000 [DMS PUR 1000 link](#). However, if Contractor is a state agency or political subdivision as defined in Chapter 768, Florida Statutes, this requirement is limited to the extent allowed by s. 768.28, F.S. and the restrictions imposed by the Department of Financial Services, Division of Risk Management of the State of Florida.

40. Insurance General Requirements

All insurance coverage shall be maintained in full force and effect during the term of the Contract. Failure to maintain such coverage may void the Contract. In the event that any of the coverage is canceled by the insurer for any reasons, the Contractor shall immediately notify the Office of such cancellation and shall obtain replacement coverage acceptable to the Office and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage. If Contractor is a state agency or political subdivision as defined in Chapter 768, Florida Statutes, this section is limited to the extent required by s. 768.28, F.S. and the restrictions imposed by the Department of Financial Services, Division of Risk Management of the State of Florida.

40.1. Office of Early Learning as Additional Insured

The Office shall be named as an additional insured on all required insurance policies.

40.2. Proof of Insurance

All insurance policies shall be with the insurers qualified and doing business in Florida. The Office shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance accompanying the Contract documents. The Office 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 providing such insurance.

40.3. Liability Insurance

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 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 the clients to be served under the Contract. A self-insurance program established and operating under the laws of the State may provide such coverage.

40.4. Workers' Compensation Insurance

During the 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 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 Contract work. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

40.5. Unemployment Compensation Insurance

The Contractor, during the life of the Contract, must comply with the reporting and contribution payments required under Chapter 443, Florida Statutes, for all employees connected with the work of the Contract.

40.6. Errors and Omissions Insurance

The Contractor shall obtain and keep in force during the life of the Contract, Errors and Omissions Insurance which shall indemnify and pay on behalf of the Contractor for direct loss which may be 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 Omissions Insurance coverage shall not limit any liabilities or any other obligations that the Contractor has under the Contract.

41. Mandatory Reporting of Fraud/Criminal Activity; Cooperation with Inspector General

The Contractor shall report to the Office's Contract Manager within twenty-four (24) chronological hours all suspected or known instances of Contractor's operational fraud or criminal activities relating to the Contract.

In accordance with 2 CFR §200.113, *Mandatory disclosures*, the Contractor and its approved subcontractors must disclose in a timely manner and in writing to the Office all violations involving fraud, bribery or gratuity violations potentially affecting this contract and/or the related federal/grant program(s).

The Contractor understands and will comply with the requirements of s. 20.055, F.S., in that the Contractor will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing conduct pursuant to the referenced section of law.

42. Notification of Legal Action

The Contractor shall notify the Office of legal actions taken against it or potential actions such as lawsuits, related to services provided through this contract or that may impact the Contractor's ability to deliver the contractual services, or adversely impact the Office. The Office's contract manager will be notified in writing within twenty-four (24) chronological hours of Contractor becoming aware of such actions or from the day of the legal filing, whichever comes first.

43. Whistleblower's Act Requirements

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 shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, the Office's Inspector General, and the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

44. Intellectual Property – Patent Rights

Pursuant to 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*. Contractor agrees that to the extent applicable under this contract to comply with the following: That Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the Contractor in any resulting invention in accordance with 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by the awarding agency. See this link for complete details if applicable: [Rights to Inventions](#).

If any discovery or invention arises or is developed in the course of or as a result of work or services performed with funds from this Contract, or in any way connected with the Early Learning Programs or the Office, the Contractor shall refer the discovery to the Office.

Pursuant to s. [286.021, F.S.](#), if the discovery or invention arises or is developed in connection with the use of state funds, the Office will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to the State of Florida.

45. Intellectual Property – Copyrights

Pursuant to 45 CFR § 75.322, *Intangible property and copyrights*, the U.S. Department of Health and Human Services, Administration for Children and Families, reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under the Contract; and (b) any rights of copyright to which the Office or the Contractor purchases ownership with grant support funded by this contract.

Pursuant to s. 286.021, F.S., and subject to claims of the U.S. Department of Health and Human Services, any and all copyrights accruing under or in connection with this Contract funded by the Office are hereby reserved to the State of Florida.

Anything by whatsoever designation it may be known, that is produced by, or developed in connection with, this Contract shall become the exclusive property of the State of Florida and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Contractor nor any individual employed under this Contract shall have any proprietary interest in the product.

With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. §§ 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. § 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Office pursuant to s. 1006.39, F.S., on behalf of the State of Florida.

In the event it is determined as a matter of law that any such work is not a “work for hire”, Contractor shall immediately assign to the Office all copyrights subsisting therein for the consideration set forth in the Contract and with no additional compensation.

The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Office or a purchase by the Office under a State Term Contract.

The Office shall have full and complete ownership of all software developed pursuant to the Contract including without limitation: the written source code, the source code files, the executable code, the executable code files, the data dictionary, the data flow diagram, the work flow diagram, the entity relationship diagram, and all other documentation needed to enable the Office to support, recreate, revise, repair, or otherwise make use of the software.

This ownership interest will continue after the expiration or termination of the Contract.

46. Intellectual Property – Rights in Data

All data created by the Office or its authorized agent(s) or received by the Contractor from the Office or its authorized agent(s), whether electronic or hardcopy, during the duration of the Contract are the property of the Office and must be surrendered to the Office upon expiration, termination or cancellation of the Contract at no cost to the Office. See 45 CFR 75.322, *Intangible property and copyrights*.

47. Intellectual Property – Copyrights of third parties will not be violated

The Contractor further warrants that as to each Deliverable produced pursuant to this contract, Contractor’s production of the Deliverable(s), and the Office’s use of the Deliverable(s), will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. §§ 102 – 105 and to each exclusive right established in 17 U.S.C. § 106. In furtherance of this provision the Contractor additionally warrants the following.

47.1. As to each work of software or other “information technology”, as defined in s. 287.012(15), F.S., in which copyrights subsist, the Contractor has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverable(s).

47.2. As to each image and sound recording incorporated into a Deliverable, the Contractor has acquired the necessary rights, releases, and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken.

48. Reports - Florida Abuse Hotline

In compliance with Chapter 39 ([s. 39.201, F.S.](#)), any employee of the Contractor who knows or has reasonable cause to suspect:

That a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child’s welfare or that a child is in need of supervision and care has no parent, legal custodian, or responsible adult relative immediately known and available to provide supervision and care; or,

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

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

Then any employee of the Contractor shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

49. Reports - Office of Minority Business Enterprise Reports

The Contractor shall submit to the Florida Department of Education a report listing all expenditures with Florida Certified Minority Business Enterprises as certified under [s. 287.0943, F.S.](#) The Contractor shall report spending with these subcontractors with each invoice submitted for payment to the following address, with a copy to OEL contract manager.

Florida Department of Education
Bureau of Contracts, Grants and Procurement, CMBE Coordinator
325 West Gaines Street, 332 Turlington Building
Tallahassee, FL 32399-0400

50. Licenses, Permits, and Taxes

The Contractor shall pay for all licenses, permits, taxes, or other fees required for the performance of this Contract.

51. Equal Employment Opportunity (E.E.O.)

The Contractor 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 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*

52. Clean Air Act and Federal Water Pollution Control Act

Pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, if this grant or contract is in an amount in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). See 45 CFR 75, Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

53. Trafficking Victims Protection Act of 2000 - (TVPA)

[Human Trafficking Requirements](#) are hereby adopted and incorporated herein by reference as if fully set forth herein. (22 U.S.C. 7104(g), as amended)

54. Purchase of American-Made Equipment and Products

Contractor agrees that, to the greatest extent practicable, all equipment and products purchased with funds made available by this Contract will be American-made.

P. L. 103-333, the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995, § 507 – “It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.”

55. E-Verify Requirements

Contractor agrees to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor agrees to include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

Contractor agrees to provide the Office, within thirty days of the effective date of this contract, documentation of enrollment in the E-Verify program in the form of a copy of the E-Verify “Edit Company Profile” screen, which contains proof of enrollment in the program. (This page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage.)

Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify program within ninety days of the effective date of the contract or within ninety days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating the enrollment in the E-Verify program and make such record(s) available to the Office upon request.

Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Office.

56. Unauthorized Alien(s)

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

57. Discriminatory Vendor List

In accordance with [s. 287.134\(2\)\(a\)](#), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. See [s. 287.134\(3\)\(a\)](#), F.S.

By signing this Contract the Contractor hereby certifies, through the duly-appointed undersigned representative, that neither it, nor any Contractor person or affiliate, has been

placed on the convicted vendor list or discriminatory vendor list which can be found on the [Florida Department of Management Services website](#). The Contractor understands and agrees that it must inform OEL immediately upon any change of circumstances regarding this status.

58. Convicted Vendor List

In accordance with [s. 287.133\(2\)\(a\) and \(b\)](#), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity. See [s. 287.133\(2\)](#), F.S.

By signing this Contract the Contractor hereby certifies, through the duly-appointed undersigned representative, that neither it, nor any Contractor person or affiliate, has been convicted of a public entity crime as disclosed on the [Florida Department of Management Services website](#). The Contractor understands and agrees that it must inform OEL immediately upon any change of circumstances regarding this status.

Parties excluded from receiving federal contracts or financial and nonfinancial assistance and benefits may not receive federal or state funds. Prior to contract or agreement execution, the Contractor shall also verify that no party to the Contract is on the Federal Excluded Parties List or the United States Department of Agriculture Food Program National Disqualified List. The Contractor shall maintain verification documentation.

59. Scrutinized Companies Lists

Scrutinized Companies Lists Provisions and Certification – [s. 287.135, F.S.](#)

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to [s. 215.473](#), F.S., or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more as instructed by [s. 287.135\(2\)](#), F.S.

Any contract with an agency or local governmental entity for goods or services of \$1 million or more entered into or renewed on or after July 1, 2012, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under subsection (5), been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria as instructed by [s. 287.135\(3\)\(b\)](#), F.S.

At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the

Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria as instructed by s. 287.135(5), F.S.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of s. 287.135(5), F.S., Contractor, by signing this contract, hereby certifies that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.

60. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c).

Federal and state standards for procurement and contracts administration require all contracts in excess of \$2,000 discuss requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*. This provision applies to contracts or agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities.

Each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Department of Labor.

61. Contract Work Hours and Safety Standards Act

Federal and state standards for procurement and contracts administration require all contracts in excess of \$100,000 discuss requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*. This provision applies to contracts or agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities.

Contractors will compute wages on a 40 hour week and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous or dangerous conditions or surroundings.

These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

62. Lobbying

Pursuant to [s. 216.347, F.S.](#), no funds awarded under this Contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency. The provisions of this section are supplemental to the provisions of [s. 11.062, F.S.](#), and any other law prohibiting the use of state funds for lobbying purposes. In accordance with 2 CFR §200.415, *Required Certifications*, each contractor must certify federal awards will not be used for lobbying. For more details see link at the end of Attachment 1.

If the Contractor has or will pay any funds other than federal appropriated funds to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employees of Congress, or employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit [Standard Form – LLL. Disclosure Form to Report Lobbying](#), according to its instructions.

The Contractor shall require that the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) include this certification's language and that all subrecipients shall certify and disclose accordingly.

The certification below is a material representation of fact upon which the parties placed reliance when they made or entered into this transaction. 31 USC 1352 requires submission of this certification as a prerequisite for making or entering into this transaction. 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.

63. Procurement of Recovered Materials

Pursuant to 2 CFR §§200.317, *Procurements by states*, and 200.322, *Procurement of recovered materials*, the Contractor will comply with the following requirements of section 6002 of the Solid Waste Disposal Act.

- 63.1. Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
- 63.2. Procure solid waste management services in a manner that maximizes energy and resource recovery; and
- 63.3. Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.

In accordance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

The above paragraph of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

64. Compliance with Applicable Laws

The Contractor shall also comply with all applicable Federal, State of Florida, and local laws governing its performance of the Contract, which include, but are not limited to, those listed in Attachment 2.

65. Assurances

The following Certifications are hereby adopted and incorporated herein by reference as if fully set forth herein. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

SEVERAL REQUIRE SIGNATURE AS STATED BELOW. FOR THOSE THAT REQUIRE SIGNATURE, EACH MUST BE PRINTED AND SIGNED AND ATTACHED TO THIS CONTRACT WHEN THE CONTRACT IS SIGNED. THIS CONTRACT IS NOT VALID UNTIL EACH HAS BEEN COMPLETED IN FULL, SIGNED, AND ATTACHED TO AN ORIGINAL SIGNED CONTRACT.

- 65.1. [Filing and Payment of Taxes Certification](#). IF APPLICABLE, SIGNATURE REQUIRED
- 65.2. [Lobbying Certification](#). SIGNATURE REQUIRED
- 65.3. [Debarment Certification - Primary](#)
- 65.4. [Debarment Certification - Lower Tier](#)
- 65.5. [Drug-free Certification](#). NOT REQUIRED FOR VENDORS
- 65.6. [Environmental Tobacco Smoke Certification](#)

Attachment 2 – Applicable Federal and State Laws

Compliance with Applicable Laws

The Contractor shall comply with all applicable Federal, State of Florida, and local laws governing its performance of the Contract, which include, but are not limited to, the citations as disclosed here.

Applicable federal laws and regulations

- 2 CFR §200, OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal awards (aka Uniform Guidance).
- 2 CFR 25.110 – Central Contractor Registration (CCR) and Data Universal Number System (DUNS) Numbers.
- 45 CFR Part 75, Department of Health and Human Services Implementation of OMB’s Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal awards (aka 2 CFR §300).
- 45 CFR Part 82 – Drug-Free Workplace Common Act Rule.
- 45 CFR Part 93 – New Restrictions on Lobbying.
- 45 CFR Part(s) 260-265 – TANF regulations.
- Child Care Development Block Grant (CCDBG) Act of 2014 (Pub L 113-186); CCDBG Act of 1990, as amended, 42 U.S.C. s. 9858 et seq. as implemented by:
 - 45 CFR Part 98 - Child Care and Development Fund: Final Rule.
 - 45 CFR Part 99 - Procedures for Hearings for the Child Care and Development Fund.
- CCDF Discretionary Fund governing requirements – Title VI, Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 and subsequent amendments, codified at 42 U.S.C. 9858 et. seq.
- CCDF Mandatory and Matching Funds – Section 418 of Title IV-A of the Social Security Act as amended by PRWORA, codified at 42 USC 618.
- American Competitiveness and Corporate Accountability Act of 2002, aka the Sarbanes-Oxley Act (SOX) -
 - Sections 802 and 1102, Prohibited from destroying documents while official proceedings are underway.
 - Section 1107, Protection for whistleblowers (employees and other individuals).

Applicable state laws and regulations

- Chapter 1002, Part V, Florida Statutes, Voluntary Prekindergarten Education Program.
- Chapter 1002, Part VI, Florida Statutes, School Readiness Program.
- Provisions of the current USDHHS-approved CCDF State Plan including all approved amendments or revisions.
- Provisions related to SR of the current USDHHS-approved TANF State Plan including all approved amendments or revisions, as administered by the Department of Children and Families (DCF).
- 6M-4, F.A.C. – School Readiness Program Rules.
- 6M-8, F.A.C. – Voluntary Prekindergarten Education Program Rules.
- 6M-9, F.A.C. – Early Learning Coalition Rules.
- Chapter 112, Florida Statutes, Public Officers and Employees
 - Section 112.061, F.S. – Per diem and travel expenses of public officers, employees and authorized persons.
 - Section 112.313, F.S. – Standards of conduct for public officers, employees or agencies and local government attorneys.

Applicable Federal and State Laws

- Section 112.3135, F.S. – Restriction on employment of relatives.
- Section 112.3143(1)(b), F.S. – Voting conflicts
- Procurements
 - Section 215.971, F.S. – Agreements funded with federal or state assistance.
 - Section 287.057, F.S. – Procurement of commodities or contractual services.
 - Section 287.058, F.S. – Contract document.
- Chapter 119, Florida Statutes, Public Records.
 - Section 119.01, F.S. – General state policy on public records.
 - Section 119.07, F.S. – Public Records.

Other state laws and regulations

- Section 11.062, F.S. – Use of state funds for lobbying prohibited, penalty.
- Section 17.04, F.S. – To audit and adjust accounts of officers and those indebted to the state.
- Section 20.052, F.S. – Advisory bodies, commissions, boards.
- Section 39.201, F.S. – Proceedings related to children.
- Section 39.604, F.S. – Rilya Wilson Act attendance and reporting responsibilities.
- Section 215.42, F.S. – Purchases from appropriations, proof of delivery.
- Section 215.422, F.S. – Payments, warrants and invoices; processing time limits; and dispute resolution.
- Section 215.97, F.S., State Single Audit Act.
- Section 216.181, F.S. – Approved budgets for operations and fixed capital outlay.
- Section 216.301, F.S. – Appropriations; undisbursed balances.
- Section 216.345, F.S. – Professional or other organization membership dues; payment.
- Section 216.347, F.S. – Disbursement of grants and aids appropriations for lobbying prohibited.
- Section 252.365, F.S. – Emergency coordination officers; disaster-preparedness plans.
- Chapter 274, Florida Statutes – Tangible Personal Property.
- Section 286.25, F.S. – Publication or statement of state sponsorship.
- Section 287.017, F.S. – Purchasing categories, threshold amounts.
- Section 287.0943, F.S. – Certification of minority business enterprises.
- Section 287.133, F.S. – Public entity crime, denial or revocation of the right to transact business with public entities.
- Section 287.134, F.S. – Discrimination; denial or revocation of the right to transact business with public entities.
- Section 287.135, F.S. – Prohibition against contracting with scrutinized companies.
- Section 402.281, F.S. – Gold Seal Quality Care program.
- Section(s) 402.301 – 402.319, F.S. – Child Care facilities provisions.
- Section 411.223, F.S. – handicap or High-Risk Condition Prevention and Early Childhood Assistance.
- Section 414.39, F.S. – Fraud.
- Section 414.411, F.S. – Public Assistance Fraud.
- Section 415.1034, F.S. – Mandatory reporting of abuse, neglect, or exploitation of vulnerable adults; mandatory reports of death.
- Chapter 427, Florida Statutes – Special Transportation and Communication Services.
- Section 435.03, F.S. – Level 1 screening standards.
- Section 435.04, F.S. – Level 2 screening standards.
- Section 445.032, F.S. – Workforce Services Transitional child care.

Attachment 2
Applicable Federal and State Laws

Contract # SRXXX

- Section 943.0542, F.S. – Access to criminal history information provided by DCF to qualified entities.
- FDOE Travel Policy Manual
- DFS Contract and Grant User Guide
- [Florida Reference Guide to State Expenditures](#).

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Attachment 3 –Monitoring and Audit Requirements

Entity Name:

Contract Number:

Estimated funding program(s):

Contract relationship: OEL has identified the entity as a subrecipient vendor

For all subrecipients the described audit requirements will apply. Based on estimated funding for this Contract, the following audit requirements apply –

- Uniform Guidance audit requirements (2 CFR §200 Subpart F)
- Florida Single Audit Act (s. 215.97, F.S.)

The administration of resources awarded by the Office and of all related public, private funds and local resources received and expended for the state’s early learning programs will be subject to audits and monitoring by the Office as described in this attachment.

1. Accounting and auditing requirements

- 1.1 The Contractor is subject to the requirements of 2 CFR §200 Subpart F which states audits must be conducted in accordance with generally accepted government auditing standards (GAGAS) issued by the Comptroller General of the United States and generally accepted accounting principles (GAAP) identified by the American Institute of Certified Public Accountants (AICPA). The AICPA has identified the Accounting Standards Codification (ASC) developed by the Financial Accounting Standards Board (FASB) as the GAAP applicable to nongovernmental entities such as the Contractor.
- 1.2 During the course of any state fiscal year, external auditors, the State Auditor General, state or federal inspectors, inspectors general, USDHHS, OEL or others as state or federal agencies designate may review operations of and records from the Contractor.
- 1.3 Any of these reviews may identify questioned costs. The Contractor shall have an opportunity to substantiate or appeal the finding or questioned cost(s). Any unresolved questioned costs may become disallowed federal and state program costs. Section 17.04 F.S., and 2 CFR §200 Subpart F require repayment of disallowed federal and state program costs. Contractors/subrecipients may not repay disallowed costs with federal grant, state grant or matching funds.
- 1.4 The Contractor agrees that legal expenses and related costs in the defense or prosecution of any claim or appeal against the state government or any of its agencies are not reimbursable costs. However, 2 CFR §200, Subpart E allows reasonable legal expenses and related costs required in administering early learning programs within administrative expenditure limitations for SR and VPK programs.

2. Monitoring

- 2.1 In addition to reviews of audits conducted in accordance with 2 CFR §200 Subpart F and s. 215.97, F.S., as revised (see “AUDITS” below), the Office may conduct or arrange for monitoring of activities of the Contractor. Such monitoring activities may include, but not be limited to, on-site visits by the Office’s staff, contracted consultants, or limited scope audits as defined by 2 CFR §200 Subpart F . By

Monitoring and Audit Requirements

entering into this contract, the Contractor agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Office. In the event the Office determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Office's staff to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the United States Department of Health and Human Services, the Department of Financial Services, or Florida's Auditor General.

- 2.2 **Related party disclosures.** The Contractor shall ensure that all related party transactions are included in the financial statement footnote disclosures in accordance with requirements defined in Financial Accounting Standards Board (FASB) *Accounting Standards Codification (ASC) 850, Related Party Disclosures*. Generally accepted auditing standards (GAAS) require that financial statement auditors evaluate whether the related party transaction(s) are adequately disclosed in the financial statements. The Contractor will ensure that all possible related party transactions are disclosed to the financial statement auditor(s). In addition, the Contractor will ensure compliance with the applicable requirements of Chapter 112, Florida Statutes, as required by s. 1002.83(8), F.S.
- 2.3 **Internal controls – auditor documentation.** The Contractor shall also obtain the internal control work papers from the auditor(s) performing their annual independent financial statement audit. The Contractor will keep these work papers onsite as part of their financial records and will provide a copy to the Office as part of the Contractor's reporting package per the instructions in this Attachment, Part IV, entitled Report Submission.

3. Internal controls – annual self-assessment

- 3.1 The Contractor is required to perform a self-assessment of internal controls by completing the Office's annual Internal Control Questionnaire (ICQ) Survey Form. The Contractor shall provide a copy of the completed annual ICQ Survey Form to the Office, as instructed below, by September 30th of each contract award period unless other written instructions are provided by the Office.
- 3.2 Each Contractor shall submit electronically the completed ICQ and any other supporting files considered necessary to the following SharePoint site or other e mailbox as instructed by OEL. SharePoint Zone site: FMSAS/20xx-xx ICQ - Completed.
- 3.3 The Office will provide the annual ICQ Survey Form to the Contractor by July 1 of each award period in an electronic format, unless other arrangements are made by the Office. The annual ICQ Survey Form will help the Contractor document that the primary objectives of internal controls pertaining to compliance requirements for Federal Programs, including the following, are met, in accordance with 2 CFR §200.303.
- 3.3.1 Transactions are properly recorded and accounted for;
 - 3.3.2 Transactions are executed in compliance with laws, regulations and contract provisions; and

Attachment 3
Monitoring and Audit Requirements

Contract # SRXXX

- 3.3.3 Funds, property and other assets are safeguarded against loss from unauthorized use or disposition.
- 3.3.4 Reasonable measures are taken to safeguard protected personally identifiable information (PII) and other information the Federal awarding agency or the Office consider sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

(NOTE: This part is used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to s. 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with s. 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.

4. Audit

4.1 Part I: Federally Funded

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR §200 Subpart F.

- 4.1.1 In the event that the Contractor expends \$750,000 or more in Federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §200 Subpart F and all applicable federal regulations. The Office's Notice of Award or Contract Routing Form indicates Federal resources awarded through the Office by this contract. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from the Office. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR §200.502. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR §200 Subpart F, will meet the requirements of this part.
- 4.1.2 In connection with the audit requirements addressed in Part I, above, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508 and 200.512.
 - Financial statements and schedule of expenditures of federal awards (SEFA) discussed in sections 200.510(a) and (b).
 - Summary schedule of prior audit findings as discussed in section 200.511(b).
 - Obtain auditor report(s) discussed in section 200.515.
 - Obtain auditor findings (if any) as discussed in section 200.516.
 - Corrective action plan responses discussed in section 200.511 (c).
 - Such audits shall cover the entire Contractor organization for the organization's fiscal year.
 - The SEFA shall identify expenditures by grant award/contract number for each grant award/contract with OEL in effect during the audit period unless otherwise disclosed as discussed in section 200.510(b)(2).

Monitoring and Audit Requirements

- The financial statements shall disclose whether the Contractor met the matching requirement for each applicable contract/grant.
- The Contractor shall fully disclose in the audit report all questioned costs and liabilities due to OEL with reference to OEL grant award(s)/agreement(s)/contract(s) involved.
- The audit procedures and the 2 CFR §200 Subpart F audit reports must include OEL's annual financial monitoring report results.

4.1.3 If the Contractor expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR §200 Subpart F is not required. In the event that the Contractor expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR §200 Subpart F, then the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Contractor resources obtained from other than Federal entities).

4.2 Part II: Federally Funded – Miscellaneous Matters

- 4.2.1 The audits shall cover the entire Contractor's organization for the organization's fiscal year. Compliance findings related to contracts with the Office shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the Contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Office shall be fully disclosed in the audit report with reference to the Office contract involved. Additionally, the results from the Office's annual financial monitoring reports must be included in the audit procedures and the 2 CFR §200 Subpart F audit reports.
- 4.2.2 If not otherwise disclosed as required by 2 CFR §200.502, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Office in effect during the audit period.
- 4.2.3 Commercial Organizations (i.e., For Profit Corporations) - Non-Federal Audits (45 CFR 74.26)
- (1) Subrecipients that are commercial organizations (including for-profit hospitals) have two options regarding audits:
 - (i) A financial related audit (as defined in the Government Auditing Standards, GPO Stock #020-000-00-265-4) of a particular award in accordance with Government Auditing Standards, in those cases where the recipient receives awards under only one HHS program; or, if awards are received under multiple HHS programs, a financial related audit of all HHS awards in accordance with Government Auditing Standards; or
 - (ii) An audit that meets the requirements contained in 2 CFR §200 Subpart F.
 - (2) Commercial organizations that receive annual HHS awards totaling less than 2 CFR §200 Subpart F 's audit requirement threshold are exempt

Monitoring and Audit Requirements

from requirements for a non-Federal audit for that year, but records must be available for review by appropriate officials of Federal agencies.

A web site that provides links to several Federal Single Audit Act resources can be found at: [Federal Single Audit Act Resources](#).

4.3 Part III: State Funded

This part is applicable if the Contractor is a non-state entity as defined by s. 215.97(2), F.S. – The Florida Single Audit Act.

- 4.3.1 In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Contract, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with s. 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The Office’s Notice of Award or Contract Routing Form indicates state financial assistance awarded through the Office by this contract. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Office, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- 4.3.2 In connection with the audit requirements above, the Contractor shall ensure that the audit complies with the requirements of s. 215.97(8), F.S. This includes submission of a financial reporting package as defined by s. 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Current Rules of the Auditor General require each subrecipient Contractor to complete and submit the Financial Reporting Package Submittal Checklist as part of the annual financial reporting package. Please refer to the checklist referenced below in section 4.4.8.
- 4.3.3 If the Contractor expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of s. 215.97, F.S., is not required. In the event that the Contractor expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from the non-state entity’s resources (i.e., the cost of such an audit must be paid from the Contractor’s resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at: [Florida Single Audit Act](#).

4.4 Part IV: Report Submission

- 4.4.1 Copies of reporting packages (including any management letter issued by the auditor) for audits conducted in accordance with 2 CFR §200 Subpart F, and

Monitoring and Audit Requirements

required by PART I above, shall be submitted as required by 2 CFR §200.512, by or on behalf of the Contractor directly to each of the addresses indicated.

Note – For the addresses noted with an asterisk () below, copies of reporting packages shall include the internal control work papers from the auditor(s) performing the annual independent financial statement audit.*

- 4.4.2 Submit one paper copy and one electronic copy of the financial reporting package to the Office at the following address:

Office of the Inspector General*
Office of Early Learning
250 Marriott Drive
Tallahassee, FL 32399

- 4.4.3 Submit one electronic copy of the financial reporting package to the Office at the following address:

Financial Management Systems Assurance Section (FMSAS)*
Office of Early Learning
250 Marriott Drive
Tallahassee, FL 32399

- 4.4.4 The Federal Audit Clearinghouse (FAC), in 2 CFR §200 Subpart F, requires the auditee to electronically submit the data collection form described in §200.512(b) and the reporting package described in §200.512(c), to FAC at:

[Federal Audit Clearinghouse's Internet Data Entry System](#)

- 4.4.5 Copies of financial reporting packages (i.e., reports, management letters and corrective action responses) required by PART III shall be submitted by or on behalf of the Contractor directly to each of the following.

Note – For the addresses noted with an asterisk () below, copies of reporting packages shall include the internal control work papers from the auditor(s) performing the annual independent financial statement audit.*

- 4.4.5.1 Submit one paper copy and one electronic copy of the financial reporting package to the Office at the following address:

Office of the Inspector General*
Office of Early Learning
250 Marriott Drive
Tallahassee, FL 32399

- 4.4.5.2 Submit one electronic copy of the financial reporting package to the Office at the following address:

Financial Management Systems Assurance Section (FMSAS)*
Office of Early Learning
250 Marriott Drive
Tallahassee, FL 32399

- 4.4.5.3 Submit one paper copy and one electronic copy of the financial reporting package to the Auditor General's Office at the following address:

Attachment 3
Monitoring and Audit Requirements

Contract # SRXXX

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Email – flaudgen_localgovt@aud.state.fl.us

Website – www.myflorida.com/audgen

- 4.4.6 Any reports, management letter, or other information required to be submitted to the Office pursuant to this Contract shall be submitted timely in accordance with 2 CFR §200 Subpart F, Florida statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 4.4.7 Contractor, when submitting financial reporting packages to the Office for audits done in accordance with 2 CFR §200 Subpart F or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.
- 4.4.8 All items Auditor General Rule 10.656(3) requires, as described on the [Auditor General's Financial Reporting Package Submittal Checklist](#) and the related [checklist instructions](#) must be included for a reporting package to be considered complete.

By signing below, the Contractor, through the duly appointed undersigned representative, certifies and assures that it shall fully comply with the applicable audit requirements outlined in this attachment.

By: _____ Date: _____
Authorized Contractor Representative

By Electronic Signature

Print Name/Title

Attachment 4 – Subrecipient Certifications and Assurances

Certifications and Assurances Form

Authority for Data Collection – 45 CFR Part 98.10-12; ss. 1001.213, 1002.75 and 1002.82, F.S.

Instructions:

These certifications and assurances will be in effect for the duration of this contract. OEL shall not require amendments unless required by changes in Federal or state law, or by other significant changes in the circumstances affecting a certification or assurance in this contract. The Contractor’s designated official or authorized officer must sign the certification and return it to the address listed here. No payment for this Contract will be made without this current signed Certifications and Assurances form on file.

Certification:

I, the undersigned authorized official for the named Contractor, hereby agree to administer the federally-funded and/or state-funded contract or agreement. I certify the Contractor will adhere to and comply with the certifications and assurances and all requirements outlined within this attachment.

TYPED CONTRACTOR NAME

CONTRACT NUMBER

NAME/TITLE OF OFFICIAL

I certify that the Contractor will adhere to each of the certifications and assurances outlined in this attachment for participation in federal and state programs as applicable to this contract.

SIGNATURE (MUST BE ORIGINAL)

DATE

AREA CODE/TELEPHONE NUMBER

Return Original to:

Office of Early Learning
Financial Administration and Budget Services
250 Marriott Drive
Tallahassee, FL 32399

All subrecipient contractors (and any subcontractors) are required to submit this certification form with an original signature along with each contract to OEL.

OEL will not award a contract where the Contractor has failed to accept the certifications this section contains. In performing its responsibilities under the agreement, the Contractor hereby certifies and assures that it will fully comply with –

- A. Assurances – Non-construction programs (OMB Standard Form SF 424 B)
- B. Assurances - construction programs (OMB Standard Form SF 424D)
- C. Assurances – The Transparency Act (as defined by 2 CFR Part 170)
- D. Other miscellaneous/general disclosures
- E. Assurance for proper expenditure reporting
- F. CCDF Salary Cap annual testing requirements
- G. Certification (ACORN) - prohibition for distribution of funds to the Association of Community Organization for Reform Now
- H. Certification regarding Contractor status as a non-major corporation
- I. Certification of cost allocation plan or indirect cost rate proposal
- J. Certification regarding separation of VPK Education Program and SR Program funds (ss. 1002.71(1) and (7), F.S., and 45 CFR Part 98.54)
- K. Certification regarding subrecipient monitoring
- L. Certification regarding immigration status
- M. Certification regarding standards of conduct
- N. Conflicts of Interest
- O. Davis-Bacon Act, as amended (40 USC 276a, et seq.)
- P. DUNS number – Data Universal Numbering System
- Q. Prior approval requests
- R. Procurements and other purchases
- S. Property
- T. Records access – subawards and subrecipients
- U. Supplement, not supplant
- V. System for Award Management (SAM) Unique Entity Identifier Requirements

By signing the Contract, the Contractor agrees to comply with the assurances and certifications, detailed below. The following assurances are also hereby adopted and incorporated herein by reference as if fully set forth herein.

EACH MUST BE PRINTED AND SIGNED AND ATTACHED TO THIS CONTRACT WHEN THE CONTRACT IS SIGNED. THIS CONTRACT IS NOT VALID UNTIL EACH HAS BEEN COMPLETED IN FULL, SIGNED, AND ATTACHED TO AN ORIGINAL SIGNED CONTRACT.

A. Assurances – non-construction programs

Required by OMB Standard Form SF 424 B, see [SF-424B Non-construction Programs](#).

B. Assurances – construction programs

Required by OMB Standard Form SF 424D, see [SF-424D Construction Programs](#). – **IF APPLICABLE**

Note – Certain of these assurances may not be applicable to the Contractor’s program. Please contact OEL with questions.

C. "The Transparency Act" (as defined in 2 CFR Part 170)

The following award term is hereby adopted and incorporated herein by reference as if fully set forth herein:

Transparency Act Requirements: Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the State is required to report information regarding executive compensation and all sub-grants, contracts and subcontracts in excess of \$25,000 through the ([Federal Sub-award Reporting System](#)) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. Disclosures and related assurances for subawards and subrecipient contracts should be accessed at the following USDHHS ACF link [Transparency Act contract certifications](#).

If the Contractor fails to fully comply with these requirements the Office may determine the Contractor is not qualified to perform under this Contract and may use that determination as a basis to execute this Contract with another Contractor.

D. Other miscellaneous/general disclosures

As the Contractor's duly authorized representative, I certify that the Contractor –

1. Will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida DOE, the Florida DFS and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
2. Will cause the required financial and compliance audits to be performed in accordance with the Single Audit Act Amendments of 1996 and 2 CFR §200 Subpart F , Audit Requirements, and/or s. 215.97, F.S., Florida Single Audit Act, as applicable.
3. Will establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receiving the awarding agency's approval.
5. Will administer each program covered by this c in accordance with all applicable laws, regulations, statutes, rules, policies, procedures and program requirements governing the program(s).
6. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.
7. Will submit such reports as described in Section D of this Contract to the Florida DOE, the U.S. DOE and the USDHHS to perform their duties. The Contractor will maintain such fiscal and programmatic records and provide access to those records, as necessary, for those departments to perform their duties.
8. Will provide reasonable opportunities for systematic consultation with and participation of teachers, parents and other interested agencies, organizations and

individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.

9. Will make any application, evaluation, periodic program plan or report relating to each program readily available to parents and other members of the general public.
10. Will have/establish and maintain a proper accounting system in accordance with generally accepted accounting standards.
11. Will not expend funds under the applicable program to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.
12. Will comply with the requirements in 2 CFR Part 180, Governmentwide Debarment and Suspension (Nonprocurement).
13. Will comply with all state and federal requirements, as applicable, for internal controls to ensure compliance with federal and state statutes, regulations, and terms and conditions of the award.
14. Will comply with Florida's Government-in-the-Sunshine Law (Chapter 286, Florida Statutes), that provides a right of access to meeting of boards, commissions and other governing bodies of state and local governmental agencies or authorities.
15. If applicable, after timely and meaningful consultation, the recipient will provide the opportunity for children enrolled in private, non-profit schools, and the educational personnel of such schools, equitable participation in the activities and services provided by these federal funds, and will notify the officials of the private schools of said opportunity. (Educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal [consistent with the number of children to be served] to expenditures for programs of children enrolled in the public schools of the local educational agency.)

E. Assurance for proper expenditure reporting

In accordance with 2 CFR §200.415, *Required Certifications*, the official who is authorized to legally bind the Contractor must include the following certification on final fiscal reports or vouchers requesting payment.

“By signing the *General Assurances, Terms and Conditions for Participation in Federal and State Programs*, I certify to the best of my knowledge and belief that all applications submitted are true, complete, and accurate, for the purposes and objectives set forth in the contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal or administrative penalties for false statements, false claims or otherwise.”

F. CCDF Salary Cap annual testing requirements

The Consolidated Appropriations Act, 2012 (P.L. 112-74), enacted Dec. 23, 2011, limits the salary amount that subrecipient Contractors may award and charge to grants and cooperative agreements that the Administration of Children and Families (ACF) funds. The Contractor may not use CCDF award funds to pay an individual's salary at a rate more than

the annual maximum Executive Level II federal pay rate. The Federal Executive Pay Scale maximum annual Executive Level II salary for calendar year 2015 is \$183,300 and is accessible annually at [the U.S. Office of Personnel Management website](#). This amount reflects an individual's base salary without fringe benefits and income that an individual may earn outside of the duties to the applicant organization. The Contractor shall apply this salary limitation to subawards/subcontracts under an ACF grant or cooperative agreement ([Child Care Development Grant Funds Program Specific Terms and Conditions for State and Territory Grantees, V.2013.1 \(12/2012\)](#)).

1. Such contractors/grantees may not use grant funds to pay for salary costs that exceed the CCDF cap.
2. Contractors/grantees must allocate salaries that multiple funding sources pay and compare these calculations to received program benefits.
3. The Contractor should perform and document an annual analysis using W-2 data.
4. All CCDF-funded Contractors/grantees and subcontractors/sub-grantees are responsible for assuring compliance with this provision. All such CCDF fund recipients and subrecipients are responsible for enforcing other impacted entities of this compliance requirement.
5. All CCDF-funded subrecipient Contractors/grantees shall comply with salary cap reporting requirements outlined in this section.

G. Certification (ACORN) - prohibition for distribution of funds to the Association of Community Organization for Reform Now

To comply with P.L. 111-117, the Contractor may not distribute federal funds made available under this Contract to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, the Contractor may not provide federal funds to any covered organization as House of Representatives (H.R.) 3571, the Defund ACORN Act, defines.

H. Certification regarding Contractor status as a non-major corporation

In accordance with 2 CFR §200.415, *Required Certifications*, the Contractor must certify whether it meets the definition of a major corporation. 2 CFR §200.414(a) defines major nonprofit organizations as those which receive more than \$10 million dollars in direct Federal funding.

- The Contractor is not a major nonprofit organization.
 The Contractor is a major nonprofit organization.

The Office will provide additional instructions to the Contractor if they are a major organization.

I. Certification of cost allocation plan or indirect cost rate proposal

In accordance with 2 CFR §200.415, *Required Certifications*, the Contractor must certify the submitted cost allocation plan or indirect cost rate proposal, as instructed by the Office. OEL's current cost allocation plan guidance instructs that no indirect cost rates are required or used by the Office at this time since Florida's early learning programs have administrative spending caps assigned by federal regulation and/or state statutes. For more details please contact OEL.

J. Certification regarding separation of VPK Education Program and SR Program funds

Pursuant to ss. 1002.71(1) and (7), F.S., s. 1002.89, F.S., and 45 CFR Part 98.54, the VPK and SR Programs are independent programs that separate state and federal sources fund. All Contractor/grantee expenditures made and fiscal records maintained shall reflect funds expenditure separation.

The Contractor hereby certifies that:

It will expend all SR (Child Care Development Fund, TANF, Social Services Block Grant and General Revenue) funds solely for operating the SR Program and the funds shall be distinctive and clearly identifiable in all fiscal records the Contractor maintains. The Contractor shall use all state general revenue funds awarded for operating the Voluntary Prekindergarten Education Program solely operating the Voluntary Prekindergarten Education Program and shall be distinctive and clearly identifiable in all fiscal records the Contractor maintains.

K. Certification regarding subrecipient monitoring

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

L. Certification regarding immigration status

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

M. Certification regarding standards of conduct

The Contractor certifies that it shall comply with the provisions 2 CFR §200.318, *General procurement standards*, regarding standards of conduct. It will establish 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.

N. Conflicts of Interest

1. Pursuant to 2 CFR §200.318, *General procurement standards*, the Office must maintain oversight to ensure contractors perform scoped services in accordance with minimum standards or conduct.
 - 1.1. If the Contractor has a parent, affiliate or subsidiary organization that is not a state or local government the Contractor must also maintain written standards of conduct covering organization conflicts of interest.
 - 1.2. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Contractor is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
 - 1.3. The Contractor's written standards of conduct must also address the performance of employees engaged in the selection, award and administration of contracts.

2. Related party contracts

Pursuant to state statute and OEL instructions (s. 1002.84(20), F.S.), the Contractor shall provide OEL contract documentation for any contracts with Contractor employees, governing board members or relatives of either group as s.

112.3143(1)(b), F.S., defines. The Contractor must comply with disclosure and reporting requirements in state statute and OEL instructions (s. 1002.84(20), F.S.).

- 2.1. Any governing board member(s) benefitting from Contractor agreement(s) must disclose in advance the conflict of interest and must abstain from the vote process.
- 2.2. The impacted individual must complete the necessary conflict of interest disclosure forms.
- 2.3. The Contractor shall present all such contracts to the governing board for a vote. A valid approval requires two-thirds vote of the Contractor's board, a quorum must be established.
- 2.4. The Contractor shall not enter into or execute a contract in excess of \$25,000 with a member of the governing board or relative of a board member without OEL's prior approval.
- 2.5. The Contractor does not have to obtain OEL's prior approval for contracts below \$25,000.
 - 2.5.1. However, the Contractor must adequately disclose and properly report and track such contract activity.
 - 2.5.2. The Contractor shall report such contracts to OEL within 30 days after receiving approval from the governing board.

O. Davis-Bacon Act, as amended (40 USC 276a, et seq.)

The Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 USC 276a-276a7), the Copeland Act (40 USC 276c and 18 USC 874) and the contract Work Hours and Safety Standards Act (40 USC 327-333) regarding labor standards for federally assisted construction sub-agreements. For projects involving construction—

When federal program legislation requires, all construction contracts the recipients and subrecipients award in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor regulations (29 CFR part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

1. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.
2. Contractors shall be required to pay wages not less than once a week.
3. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination.
4. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6 and 7.

P. DUNS Number – Data Universal Numbering System

The federal government requires organizations to provide a DUNS number as part of their grant applications and proposals. The OMB has adopted the use of DUNS numbers to keep track of how federal grant money is awarded and dispersed. The DUNS number is a nine-digit number the Dun and Bradstreet Company issues. This company provides business information for credit, marketing and purchasing decisions. Some entities will also have what is known as “DUNS + 4,” which is used to identify specific units within a larger entity.

Registering for a DUNS number is free of charge with no obligation to purchase any products from the Dun and Bradstreet Company. An authorizing official of the organization should request the number. Generally, it only takes a day to obtain a DUNS number by phone (1-866-705-5711), while applications through [the Dun and Bradstreet website](#) can take up to 30 days. All recipients and subrecipients funded with federal funds must obtain a DUNS number prior to receiving a grant, contract or other agreement with the Office.

Q. Prior approval requests

To comply with 45 CFR §75.407 *Prior written approval*, and OEL Program Guidance 240.05, Guidance on Prior Approval Procedures for Selected Costs and Administrative Requirements, the Contractor shall request and obtain prior written approval from OEL before purchasing select items of cost.

R. Procurements and other purchases

1. The Contractor must have documented procurement policies and procedures that meet the minimum requirements of federal and state statutes, rules and regulations. Under the Uniform Administrative Requirements, the procurement standards are located at 2 CFR §§200.317-200.326.

2. The Contractor must comply with federal (see above) and state procurement requirements of ss. 215.971, 287.057, and 287.058, F.S.

3. Allowable Costs

Contractor may expend funds only for allowable costs resulting from obligations incurred during the contract period.

4. Return of Unobligated Funds

The balance of any unobligated funds which have been advanced or paid under this contract must be refunded to the Office.

5. Return of Excess Funds –

Any funds paid in excess of the amount to which Contractor is entitled under the terms and conditions of this contract shall be refunded to the Office.

S. Property

This section is only applicable to a Contractor who has been identified as a subrecipient on page _____ in section 1 of the Standard Contract.

Property purchased in whole or in part with federal funds shall be used for the purpose of that federal program and accounted for in accordance with applicable federal and state statutes, rules and regulations. The Contractor shall comply with the provisions of 45 CFR §75.318 *Real property*, 45 CFR §75.320 *Equipment*, and 45 CFR §75.321 *Supplies*. The Contractor shall include in all subrecipient contracts, and any vendor contracts for services that include purchasing/procuring equipment, language that requires property a subrecipient purchases with funds provided under the Contract to revert to the Contractor upon contract termination.

The term “nonexpendable property” shall include all tangible personal property which meet the criteria set forth in Rule 69I-73.002, F.A.C. In accordance with 45 CFR 75.439 and in compliance with OEL Program Guidance 240.05, Guidance on Prior Approval Procedures for Selected Costs and Administrative Requirements, property shall not be purchased with program funds without prior approval from OEL.

Contingencies such as liens or other liabilities shall not be placed upon assets purchased with program funds, nor shall non-expendable property purchased with program funds be used as collateral.

In accordance with OEL Program Guidance 240.02 – Tangible Personal Property, the funding sources for the purchase of all such property shall be identified and all such property purchased in the performance of the Early Learning programs shall be listed on the property records of the Contractor. The Contractor shall inventory annually and maintain accounting records for all equipment purchased in accordance with OEL Program Guidance 240.02, relevant Florida statutes, state rules, federal regulations and federal cost principles.

All computer and information technology equipment regardless of value or remaining useful life, and all other property purchased by Contractor pursuant to this contract in the amount of \$1,000 (original purchase price) or more and having a useful life of one year or more shall revert to the Office upon termination or conclusion of this contract (or to a coalition if the contractor was a subrecipient of a Coalition) (s. 1002.82, F.S.).

In accordance with OEL Program Guidance 240.02, title to all property acquired with funds provided to the Contractor under this Contract shall be vested in the Contractor; however, title and ownership shall be transferred to OEL upon termination of the Contractor’s participation in early learning programs, unless otherwise authorized in writing by OEL. All property required to be returned to the Office will be in good working order. See 2 CFR §200.318, *General procurement standards*, s. 273.02, F.S., and 69I-73.002, F.A.C.

Based on s. 273.055, F.S., and Rules 69I-72.002, and 69I-73.005, F.A.C., when original or replacement equipment acquired by a subrecipient contractor is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows.

The Office’s policy concerning proceeds received from the sale of property with a current per unit fair market value of \$1,000 through \$5,000 is the net amount received from such sales will remain at the Contractor level to be used in the same ongoing program. Funds

from such sales will be treated as other program income in the same ongoing program(s). This type of income must be amended into a current year's program budget in which the sale occurred. It should then be reported in accordance with OEL Program Guidance 240.01. This identification of income is necessary to meet reporting requirements of the United States Department of Health and Human Services. Complete documentation for this type of income and expenditures must be maintained for monitoring and auditing purposes. If the Contractor is no longer receiving funds for the particular project or program, the income from such equipment sales will be returned to the Office to be forwarded to the United States Department Health and Human Services.¹ Equipment that was initially purchased with federal funds with a current per-unit fair market value in excess of \$5,000, must be processed in accordance with 2 CFR §200.313(e)(2), *Equipment*, with the assistance and prior written approval of the Office.

¹Upon termination of a project, and at the discretion of the Office, all equipment/property purchased with project funds will be transferred to the location(s) specified by the Office and all necessary actions to transfer the ownership records of the equipment/property to the Office or its designee, will be taken.

T. Records access – subawards and subrecipients

Pursuant to 2 CFR §200.336, *Access to records*, Contractor agrees to provide access by the Office, the Federal Health and Human Services (HHS) Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

Representatives of the Office, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability (“OPPAGA”), and their duly authorized representatives, shall have access, for purposes of examination, to any books, documents, papers, and records, including electronic storage media, of the Contractor as they may relate to the Contract.

The Contractor shall maintain (or have immediate access to) books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Office under the Contract.

The Office shall have the right to audit Contractor's records and practices related to use and disclosure of confidential information. The Contractor agrees to make internal practices, books, and records, including policies and procedures and confidential information, relating to the use of and disclosure of confidential information received from, or created or received by the Contractor on behalf of, the Office available to the Office upon request.

The Contractor shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

U. Supplement, not supplant

In accordance with program-specific authorizing laws and regulations implementing those laws, federal funds must generally be used to increase, to the extent practical, the level of non-federal funds that would be available in the absence of federal funds, and in no case to replace those federal funds. Federal funds must supplement—add to, enhance, expand, increase, extend—the programs and services offered with state and local funds. Federal funds are not permitted to be used to supplant—take the place of, replace—the state and local funds used to offer those programs and services. The Contractor must use any funds received from the Office solely for activities that directly support this contract. Costs that would exist without the presence of federal or state program funds or costs that were previously supported with other Contractor funds are unallowed.

V. System for Award Management (SAM) unique entity identifier requirements

Unless exempt from these requirements under OMB guidance at [2 CFR Part 25](#) (e.g., individuals), the Contractor must:

1. Be registered in SAM prior to submitting an application or proposal under this announcement. SAM information can be found at: <https://www.sam.gov/portal/public/SAM/>.
2. Maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or proposal under consideration by a Federal awarding agency, and
3. Provide a valid unique entity identifier in its application (e.g., provide its DUNS number in each application or proposal it submits to the agency). *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

If the Contractor fails to fully comply with these requirements the Office may determine the Contractor is not qualified to perform under this contract and may use that determination as a basis to cancel this contract and execute this Contract with another Contractor.

BID RESPONSE CHECKLIST

(DOES NOT NEED TO BE RETURNED WITH YOUR BID RESPONSE)

This Checklist is provided as a **guideline only**, to assist Vendors in the preparation of their Bid Response. Included are some important matters that the Bidder should check. This checklist is just a guideline, and is not intended to include all matters required by the ITB. Bidders are responsible to read and comply with the ITB in its entirety.

Check off each the following:

- 1. The Deliverables have been thoroughly reviewed for compliance to the Bid requirements.
- 2. The DMS Vendor Bid System web-site - http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu has been checked and any Addenda(s) posted have been completed, signed, and included in the Bid Response.
- 3. Price(s) bid has been reviewed for accuracy and any price corrections have been initialed in ink.
- 4. The "Transmittal Letter" has been completed on company letterhead, signed, and enclosed in the Bid Response.
- 5. "Disclosure Statement" has been read, completed, and enclosed in the Bid Response.
- 6. The "Drug-Free Workplace Program Certification" form has been read, signed, and enclosed in the Bid Response, if applicable
- 7. The "Minority Business Enterprise (MBE) Certification" attached, if applicable
- 8. The "Scrutinized Companies Lists" for has been completed, signed and enclosed in the Bid Response, if applicable
- 9. The following information has been written on the Lower Left Hand Corner of the Envelope transmitting your Bid Response:

BID NO.: ITB 201X-XX

TITLE: <TITLE>

DUE DATE & TIME: _____