

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**

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BID NO.: ITB 2018-60

TITLE: CLASSROOM ASSESSMENT SCORING ASSESSMENT (CLASS®) MATERIALS

DATE & TIME DUE: March 1, 2018 @ 2:00 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](mailto:cynthia.ford@fldoe.org).

State of Florida  
Department of Education

**INVITATION TO BID**

**CLASSROOM ASSESSMENT SCORING ASSESSMENT (CLASS®) MATERIALS**

**BID NUMBER: ITB 2018-60**

**DEADLINES**

**TECHNICAL QUESTIONS: February 12, 2018 @ 11:00 AM**  
**BID RESPONSE SUBMITTAL DUE: MARCH 1, 2018 @ 2:00 PM**

**ESTIMATE POSTING DATE: March 6, 2018 @ 2:30 PM**

**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

## Table Of Contents

<i>BID REGISTRATION</i> .....	1
<b>SECTION 1 – INSTRUCTIONS</b> .....	<b>6</b>
1.0 <i>GENERAL INSTRUCTIONS TO RESPONDENT</i> .....	6
<b>SECTION 2 – CONTRACT CONDITIONS</b> .....	<b>6</b>
2.0 <i>GENERAL CONTRACT CONDITIONS</i> .....	6
<b>SECTION 3 - INTRODUCTION</b> .....	<b>6</b>
3.0 <i>INTENT</i> .....	6
3.1 <i>BACKGROUND</i> .....	7
3.2 <i>DEFINITIONS</i> .....	7
3.3 <i>SCHEDULE OF EVENTS</i> .....	8
<b>SECTION 4 – SPECIAL INSTRUCTIONS</b> .....	<b>8</b>
4.0 <i>NON-RESPONSIVE BIDS, NON-RESPONSIBLE BIDDERS</i> .....	8
4.1 <i>POOR PERFORMANCE NOTICE</i> .....	8
4.2 <i>QUESTIONS</i> .....	8
4.3 <i>RESTRICTIONS ON COMMUNICATIONS WITH DEPARTMENT STAFF</i> .....	9
4.4 <i>PROCUREMENT PROTESTS/NOTICE OF RIGHTS</i> .....	9
4.5 <i>ADDENDA</i> .....	10
4.6 <i>MINOR EXCEPTIONS</i> .....	10
4.7 <i>COPYRIGHTED MATERIAL</i> .....	10
4.8 <i>CONFIDENTIAL MATERIAL</i> .....	10
4.9 <i>PREPARATION COST</i> .....	11
4.10 <i>WITHDRAWAL</i> .....	11
4.11 <i>PUBLIC OPENING OF BID RESPONSES</i> .....	11
4.12 <i>CORRECTION OF BID RESPONSE ERRORS</i> .....	11
4.13 <i>VISITOR PASS TO THE TURLINGTON BUILDING</i> .....	11
4.14 <i>ACCESSIBILITY FOR DISABLED PERSONS</i> .....	12
4.15 <i>RESPONSE DURATION</i> .....	12
4.16 <i>PRICING</i> .....	12
4.17 <i>AWARD</i> .....	12
4.18 <i>AUTHORIZATION TO DO BUSINESS IN THE STATE OF FLORIDA</i> .....	12
4.19 <i>LICENSED TO CONDUCT SERVICES IN THE STATE OF FLORIDA</i> .....	12
4.20 <i>NOTICE TO CONTRACTOR</i> .....	13
4.21 <i>QUALIFICATIONS</i> .....	13
4.22 <i>SUBMISSION OF BID RESPONSES BY SUBSIDIARIES OR AFFILIATES</i> .....	13
4.23 <i>IDENTICAL EVALUATION OF BID RESPONSES</i> .....	13
4.24 <i>INDEPENDENT PRICE DETERMINATION</i> .....	13
4.25 <i>METHOD OF PAYMENT</i> .....	13
4.26 <i>EXTENSION</i> .....	13
4.27 <i>INSPECTION AUDIT AND MAINTENANCE OF REPORTS</i> .....	14
4.28 <i>DIVERSITY IN CONTRACTING</i> .....	14
4.29 <i>SUB-CONTRACTING</i> .....	14
4.30 <i>CONTRACTUAL OBLIGATIONS</i> .....	14
4.31 <i>CONTRACT COMPLETION</i> .....	15
4.32 <i>DISPOSITION OF BID RESPONSES</i> .....	15
4.33 <i>TRANSPORTATION AND DELIVERY (optional – commodities)</i> .....	15

4.34 ALTERNATES ..... 15

4.35 WARRANTY/SUBSTITUTIONS..... 15

4.36 REPLACEMENT/RESTOCKING ..... 15

4.37 PRODUCT REQUIREMENTS/SPECIFICATIONS..... 15

4.38 ACCEPTANCE ..... 15

**SECTION 5- SPECIAL TERMS AND CONDITIONS..... 16**

5.0 PRE-BID CONFERENCE ..... 16

5.1 PERFORMANCE BOND..... 16

5.2 INSURANCE, WORKERS' COMPENSATION..... 16

5.3 INSURANCE, GENERAL LIABILITY ..... 16

5.4 INDEMNIFICATION ..... 16

5.5 EMPLOYEE REQUIREMENTS ..... 16

5.6 PARTICIPATION IN FUTURE STAGES OF THIS PROJECT ..... 17

5.7 ACCESSIBLE ELECTRONIC INFORMATION TECHNOLOGY ..... 17

**SECTION 6 – SCOPE OF SERVICES ..... 17**

6.0 SCOPE OF SERVICES ..... 17

6.1 MANNER OF SERVICE PROVISION..... 17

6.2 DELIVERABLES..... 18

6.3 FINANCIAL CONSEQUENCES..... 20

**SECTION 7 – SPECIAL INSTRUCTIONS – BID RESPONSE FORMAT & CONTENT..... 20**

7.0 BID RESPONSE SUBMISSION..... 20

7.1 BID CONDITIONS ..... 20

7.2 BID RESPONSE FORMAT INSTRUCTIONS ..... 21

**SECTION 8 – SUBMITTALS AND EVALUATION..... 22**

8.0 PRELIMINARY SUBMITTAL REVIEW..... 22

8.1 POSTING OF BID TABULATION ..... 22

8.2 PROTEST OF BID TABULATION OR PROCUREMENT TERMS..... 22

8.3 INABILITY TO POST ..... 22

8.4 AWARD OF THE CONTRACT..... 22

**ATTACHMENT '1' ..... 23**

VENDOR'S BID SHEET..... 23

**ATTACHMENT '2' ..... 27**

DISCLOSURE STATEMENT ..... 27

**ATTACHMENT '3' ..... 28**

DRUG-FREE WORKPLACE ..... 28

**ATTACHMENT '4' ..... 29**

MINORITY SUB CONTRACTORS UTILIZATION SUMMARY..... 29

**ATTACHMENT '5' ..... 30**

SCRUTINIZED COMPANIES LISTS..... 30

**ATTACHMENT '6' ..... 31**

CONTRACT STANDARD TERMS AND CONDITIONS..... 31

**BID RESPONSE CHECKLIST ..... 78**

## **INVITATION TO BID**

### **FLORIDA DEPARTMENT OF EDUCATION CLASSROOM ASSESSMENT SCORING ASSESSMENT (CLASS®) MATERIALS BID NUMBER: ITB 2018-60**

#### **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](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](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 Classroom Assessment Scoring System (CLASS®, CLASS) materials. The purpose of the resulting contract with the Contractor is to set forth the terms and conditions for purchasing CLASS assessment materials described in the scope of work by the Office of Early Learning, Early Learning Coalitions or their authorized agents and the Redlands Christian Migrant Association (RCMA).

The resulting contract may be renewed for up to two (2) one-year terms. See Form PUR 1000 for renewal requirements.

### 3.1 **BACKGROUND**

The Office of Early Learning provides oversight and administration for early learning programs in Florida. These programs include but are not limited to the School Readiness Program, Child Care Resource and Referral Program (CCR&R), Child Care Executive Partnership (CCEP) Program, and the Voluntary Prekindergarten Education (VPK) Program. Early learning services are implemented at the local level by thirty (30) early learning coalitions (ELCs) located throughout the State.

Per s.1002.89(6)(b)3. Florida Statute, school readiness program funding may be used for providing training and technical assistance for school readiness program providers, staff, and parents on teacher-child interactions.

ELCs may choose to implement the Classroom Assessment Scoring System (CLASS®, CLASS) assessment as part of their coalition plan and as part of the statewide Early Learning Performance Funding Project (ELPFP). CLASS is an observation-based assessment that measures the quality of teacher child interactions. OEL has invested in the creation of a statewide network of reliable CLASS assessors. CLASS assessment materials are used by trained ELC observers to conduct voluntary CLASS assessments of school readiness classrooms. Various CLASS materials are required to assess classrooms and train assessors, teachers and ELC technical assistance (TA) staff who provide TA to providers following assessment. This ITB shall establish CLASS assessment materials pricing for use by OEL, ELCs and their authorized agents and RCMA.

The federal Child Care Development Fund (CCDF) block grant will fund 100 percent of any material purchases under the terms and conditions of the contract resulting from this ITB.

### 3.2 **DEFINITIONS**

As used herein, the following definitions apply:

1. **Authorized agent** – An independent contracted service provider acting on behalf of an early learning coalition through the delivery of contracted services for the geographic area serviced by the early learning coalition.
2. **Bid**: All documents and materials contained in the formal ITB package submitted by a Bidder in response to this solicitation.
3. **Bid Response**: means the complete response of the Bidder to the ITB, including properly completed forms and supporting documentation.
4. **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.
5. **Contract**: The agreement entered into between the Department and the successful Bidder after completion of the Invitation to Bid process.
6. **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.
7. **Customer**: Authorized users of the contract resulting from this ITB including OEL, RCMA, ELCs or their authorized agents.
8. **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.
9. **Department**: Refers to the Florida Department of Education.
10. **DOE**: Florida Department of Education
11. **Early Learning Coalition (ELC)** – Part of a system of thirty (30) statutorily created local entities in Florida that implement early learning programs at the local level including, but not limited to, the School Readiness Program, Child Care Resource and Referral Program (CCR&R), Child Care Executive Partnership (CCEP) Program, and the Voluntary Prekindergarten (VPK) Education Program.

12. **Office of Early Learning (OEL)** – The Office of Early Learning (OEL) is the governmental entity providing oversight and administration for early learning programs in Florida including the School Readiness Program (child care subsidies), Child Care Resource and Referral Program (CCR&R), Child Care Executive Partnership (CCEP) Program and the Voluntary Prekindergarten (VPK) Education Program.
13. **RCMA** – Redlands Christian Migrant Association.
14. **VBS**: Florida Vendor Bid System

**3.3 SCHEDULE OF EVENTS**

ACTIVITY	DATE
Issuance Of ITB	February 6, 2018
Technical Questions [FAX OR E-MAIL (PREFERRED) ACCEPTABLE] <u>NOTE:</u> Administrative questions responded to throughout bid process	February 12, 2018 @ 11:00 AM
Responses To Questions	February 15, 2018
<b>ITB RESPONSES DUE (FAX NOT ACCEPTABLE)</b>	<b>MARCH 1, 2018 @ 2:00 PM</b>
<b>ESTIMATED POSTING OF INTENDED AWARD (date is on or about)</b>	March 6, 2018
Anticipated Effective Date	March 19, 2018

**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 who's 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-responsible. 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](mailto: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 4.3 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](http://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 <provide number of 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 will pay for these services/products in accordance with the terms and conditions of the purchase order or 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/](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/](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 Contractor 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 thirty (30) days (or number of days provided on price sheet) after the Customer places an Order. A Contractor, within five (5) 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 WARRANTY/SUBSTITUTIONS**

A warranty is required on all items purchased against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than thirty (30) of days from the date of acceptance by the purchaser. Any deviation from this criteria must be documented in the Bid Response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

**4.36 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.

**4.37 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).

**4.38 ACCEPTANCE**

All items listed in the specifications, delivered to the Department not meeting specifications or found to be poorly manufactured will not be accepted, but returned to the vendor, at their 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 PERFORMANCE BOND

A Performance Bond is not required for this project.

### 5.2 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.

### 5.3 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 - \$100,000 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.

### 5.4 INDEMNIFICATION

Contractor agrees to indemnify, hold harmless and defend, at its own expense, including reasonable attorney's fees, 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 whosoever 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.

### 5.5 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.

#### 5.6 **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 (3) 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.

#### 5.7 **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.

#### 5.8 **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 Office of Early Learning is requesting bids from qualified vendors for CLASS materials. All work shall be performed in accordance with this ITB. Training and supports for CLASS assessment are procured under a separate procurement.

Note: This ITB is for CLASS materials published by or under license with Teachstone Training LLC. This is not a procurement for printing materials.

#### 6.1 **MANNER OF SERVICE PROVISION**

6.1.1. The Contractor shall provide CLASS materials listed in Section 6.2.2. Deliverables Table to customers in accordance with the specifications below. Purchase quantities are neither implied nor guaranteed.

6.1.2. Customers may purchase CLASS materials from the Contractor for the term of the resulting Contract at the prices submitted in the Contractor's ITB bid sheet.

6.1.3. The Contractor shall fulfill all orders placed by customers.

6.1.4. Customers will specify their contact person and the delivery location at the time of placing an order.

6.1.5. Unit price for each deliverable shall include shipping and handling.

- 6.1.6. In some cases, CLASS materials may be ordered on a “bill to-ship to” basis, meaning that the billing addresses and shipping addresses will not be the same. In these cases, the Contractor shall deliver the materials ordered to the shipping address provided to the Contract in the order and bill the customer for the materials.
- 6.1.7. The Contractor shall only ship items ordered by customers from the list in section 6.2.2. Deliverables Table. No substitutes shall be accepted.
- 6.1.8. All material orders shipped shall be packed to ensure safe delivery to the Customer’s location.
- 6.1.9. Shipping units shall not exceed forty (40) pounds for each case.
- 6.1.10. The Contractor shall provide a packing list with each shipment.
- 6.1.11. The Contractor shall notify the customer of any potential delivery delays within five (5) business days after receiving a Purchase Order. Evidence of repeated inability to deliver within required times or of intentional delays shall be cause for contract termination and/or Contractor suspension.
- 6.1.12. Products returned to the Contractor due to Contractor error shall be returned at the Contractor’s expense.
- 6.1.13. Regularly stocked products that are returned due to Customer error shall be returned at the Customer’s expense without incurring re-stocking fees if returned in original packaging within twenty (20) business days.
- 6.1.14. The Contractor shall have a single point of contact to serve as Contract Manager as listed on the Vendor Information Form. The Contract Manager may support multiple Customers and must respond to Customer calls and/or emails within one business day. The Contract Manager must be able to provide or arrange for all aspects of Customer support and problem resolutions. Back-up coverage must be provided by an equally knowledgeable person.
- 6.1.15. In addition to a dedicated Contract Manager, the Contractor shall provide toll-free Customer service phone support from 8:00 a.m. Eastern Time to 5:00 p.m. Eastern Time, Monday through Friday, except for National and State-recognized holidays.

**6.2 DELIVERABLES**

6.2.1. The Contractor is responsible for all deliverables per the schedule in the Deliverables Table below. Upon acceptance of a properly prepared invoice and documented proof of performance, the Customer ordering product will pay for each deliverable at the contracted price per the schedule in the Deliverables Table and Attachment 1 – Vendor Bid Sheet.

**6.2.2. Deliverables Table**

Costs listed in Attachment 1 – Vendor Bid Sheet associated with the items listed below shall be in effect throughout the three-year term and any subsequent renewal periods of the Contract. New CLASS materials or replacement items developed by the CLASS materials publisher subsequent to Contract award, if determined necessary by the Customer, shall be added to this list by amendment at the terms agreed upon and executed by the Parties.

<b>Publication/ Pack</b>	<b>Age Level</b>	<b>Language</b>	<b>ISBN #</b>
CLASS Manual	Pre-K	English	978-0-9862899-7-2
		Spanish	978-0-9862899-8-9
	Toddler	English	978-0-9862899-6-5
	Infant	English	978-0-9862899-5-8
CLASS Dimensions Guide	Pre-K	English	978-0-9862899-0-3
		Spanish	978-0-9862899-9-6
	Toddler	English	978-0-9851115-0-2
		Spanish	978-0-9851115-2-6
	Infant	English	978-0-9851115-5-7
		Spanish	978-0-9851115-6-4
CLASS Dimensions Overview	Pre-K/ K-3	English	978-1-945641-06-0
		Spanish	978-1-945641-07-7
	Toddler	English	978-1-945641-05-3

Publication/ Pack	Age Level	Language	ISBN #
		Infant	English
CLASS Score Sheets	Pre-K/ K-3	English	978-1-945641-02-2
		Spanish	978-1-945641-03-9
	Toddler	English	978-1-945641-01-5
	Infant	English	978-1-945641-00-8
CLASS Video Library Companion	Pre-k Infant/Tod	English	

6.2.3. **Method of Payment**

**This is a fixed-rate term contract. Quantities are neither implied nor guaranteed.**

The Contract price is all-inclusive and authorized users will not compensate or reimburse the Contractor for any other amounts related to Contract performance over and above the contracted rate per deliverable such as travel expenses, license fees, taxes, miscellaneous expenses, overhead, etc. Customers will pay the Contractor in arrears the price agreed to for each Contract payment milestone the deliverables table identifies, minus any amounts due to the Customer for financial consequences. Before submitting an invoice, the Contractor shall deduct any financial consequences due. Customers shall notify the Contractor of their intent to deduct financial consequences pursuant to the applicable Contract provision. Failure by the Customer to notify the Contractor of any financial consequences shall not relieve the Contractor from such obligations. Quantities of units are not guaranteed, and Customers shall only pay the Contractor for documented services delivered and approved by the Customer’s contract manager.

6.2.4. **Invoice requirements**

The Contractor shall provide the Customer invoices in accordance with the requirements of the state of Florida Reference Guide for State Expenditures. Invoices shall:

- Be legible and clearly reflect the goods and services provided in accordance with the Contract terms for the invoice period. Payment does not become due until the invoiced deliverables and evidence of completion are approved and accepted by the Customer ordering the goods and services.
- Be submitted within 30 calendar days of confirmed delivery.
- Contain the Contractor’s name, address, federal employer identification number or other applicable Contractor identification number, Contract number, invoice number and the invoice period. The Customer may deem necessary and require additional information from the Contractor to process the invoice.
- Be originally signed in either paper or electronic format and include the following attestation of the goods and services provided for the invoice period (§ 2CFR 200.415 required certifications):  
*By signing this invoice, I certify to the best of my knowledge and belief that the invoice is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.*
- Be submitted to the Customer’s assigned contact manager.

6.2.5. **Payment**

Customers placing orders will make payment to the Contractor for materials ordered and received in acceptable condition by the guaranteed ship date provided by the Contractor at the rates listed in Section 6.2.2 Deliverables Table.

Payment to the Contactor will be in accordance with ss. 215.422 and 287.0585, F.S., which govern time limits for payment of invoices.

### 6.3 FINANCIAL CONSEQUENCES

If the Contractor fails to meet the minimum level of service or performance identified, the Department will be injured as a result thereof. If the requirements are not timely and satisfactorily performed, the Contractor shall be subject to one or more of the financial consequences listed. The contract manager shall periodically review the progress made on the activities and deliverables. If the Contractor fails to meet and comply with the activities/deliverables established or to make appropriate progress and they are not resolved within two weeks of written notice; the contract manager may approve: (1) withholding of payment until the deficiency is cured, (2) request the contractor redo the work, or (3) a reduced payment by the rate established under 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 Department; 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. If financial consequences are imposed and due; the Department may offset the financial consequences from the next invoice or from the final retained payment, or require separate payment. 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 over payment.

## 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 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 2018-60  
COMPANY NAME  
CONTACT PERSON NAME AND PHONE  
OPENING DATE/TIME: March 1, 2018 @ 2:30 PM

The Bidder should submit one (1) original, two (2) 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
- company's DUNS 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). 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](mailto: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.

### ▪ 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 (If Applicable)
- One (1) Original publication of each deliverable listed in section 6.2.1

## 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 ADDENDA (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**

Services will be authorized to begin when the Contractor receives a fully executed contract from the Office of Early Learning's assigned contract manager.

**ATTACHMENT '1'**

**VENDOR'S BID SHEET**

We propose to provide the commodities/services being solicited within the specifications of ITB 2018-60. All work shall be performed in accordance with this ITB, which has been reviewed and understood. The below prices are all inclusive. There shall be no additional costs charged for work performed under this Bid.

Quantities shown are for demonstration purposes based on estimates and are not guaranteed.

Years 1 - 3 Order Quantities 1 unit to 100 units

Publication/ Pack	Age Level	Language	ISBN #	Quantity	Unit Cost Including Shipping and Handling 1-100 Units Per Order	Total Cost (Quantity x Unit Cost)
CLASS Manual  Pack: 1	Pre-K	English	978-0-9862899-7-2	100		\$ -
		Spanish	978-0-9862899-8-9	50		\$ -
	Toddler	English	978-0-9862899-6-5	100		\$ -
	Infant	English	978-0-9862899-5-8	50		\$ -
CLASS Dimensions Guide  Pack: 1	Pre-K	English	978-0-9862899-0-3	100		\$ -
		Spanish	978-0-9862899-9-6	50		\$ -
	Toddler	English	978-0-9851115-0-2	100		\$ -
		Spanish	978-0-9851115-2-6	50		\$ -
	Infant	English	978-0-9851115-5-7	100		\$ -
		Spanish	978-0-9851115-6-4	50		\$ -
CLASS Dimensions Overview  Pack: 1	Pre-K/	English	978-1-945641-06-0	100		\$ -
	K-3	Spanish	978-1-945641-07-7	50		\$ -
	Toddler	English	978-1-945641-05-3	100		\$ -
	Infant	English	978-1-945641-04-6	50		\$ -
CLASS Score Sheets  Pack: 1 pack of 5 scoring sheets	Pre-K/	English	978-1-945641-02-2	100		\$ -
	K-3	Spanish	978-1-945641-03-9	50		\$ -
	Toddler	English	978-1-945641-01-5	100		\$ -
	Infant	English	978-1-945641-00-8	50		\$ -
CLASS Video Library Companion  Pack: 1	Pre-K	English		200		\$ -
	Infant/Tod	English		150		\$ -
<b>TOTAL COST</b>					<b>\$</b>	<b>-</b>

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

Years 1 - 3 Order Quantities >100 units

Publication/ Pack	Age Level	Language	ISBN #	Quantity	Unit Cost Including Shipping and Handling >100 Units Per Order	Total Cost (Quantity × Unit Cost)
CLASS Manual  Pack: 1	Pre-K	English	978-0-9862899-7-2	300		\$ -
		Spanish	978-0-9862899-8-9	150		\$ -
	Toddler	English	978-0-9862899-6-5	300		\$ -
	Infant	English	978-0-9862899-5-8	150		\$ -
CLASS Dimensions Guide  Pack: 1	Pre-K	English	978-0-9862899-0-3	300		\$ -
		Spanish	978-0-9862899-9-6	150		\$ -
	Toddler	English	978-0-9851115-0-2	300		\$ -
		Spanish	978-0-9851115-2-6	150		\$ -
	Infant	English	978-0-9851115-5-7	300		\$ -
		Spanish	978-0-9851115-6-4	150		\$ -
CLASS Dimensions Overview  Pack: 1	Pre-K/	English	978-1-945641-06-0	300		\$ -
	K-3	Spanish	978-1-945641-07-7	150		\$ -
	Toddler	English	978-1-945641-05-3	300		\$ -
	Infant	English	978-1-945641-04-6	150		\$ -
CLASS Score Sheets  Pack: 1 pack of 5 scoring sheets	Pre-K/	English	978-1-945641-02-2	300		\$ -
	K-3	Spanish	978-1-945641-03-9	150		\$ -
	Toddler	English	978-1-945641-01-5	300		\$ -
	Infant	English	978-1-945641-00-8	150		\$ -
CLASS Video Library Companion  Pack: 1	Pre-K	English		200		\$ -
	Infant/Tod	English		150		\$ -

**TOTAL COST \$ -**

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



Renewal Years 1 and 2 Order Quantities 1 unit to 100 units

Publication/ Pack	Age Level	Language	ISBN #	Quantity	Unit Cost Including Shipping and Handling 1-100 Units Per Order	Total Cost (Quantity × Unit Cost)
CLASS Manual  Pack: 1	Pre-K	English	978-0-9862899-7-2	100		\$ -
		Spanish	978-0-9862899-8-9	50		\$ -
	Toddler	English	978-0-9862899-6-5	100		\$ -
	Infant	English	978-0-9862899-5-8	50		\$ -
CLASS Dimensions Guide  Pack: 1	Pre-K	English	978-0-9862899-0-3	100		\$ -
		Spanish	978-0-9862899-9-6	50		\$ -
	Toddler	English	978-0-9851115-0-2	100		\$ -
		Spanish	978-0-9851115-2-6	50		\$ -
	Infant	English	978-0-9851115-5-7	100		\$ -
		Spanish	978-0-9851115-6-4	50		\$ -
CLASS Dimensions Overview  Pack: 1	Pre-K/	English	978-1-945641-06-0	100		\$ -
	K-3	Spanish	978-1-945641-07-7	50		\$ -
	Toddler	English	978-1-945641-05-3	100		\$ -
	Infant	English	978-1-945641-04-6	50		\$ -
CLASS Score Sheets  Pack: 1 pack of 5 scoring sheets	Pre-K/	English	978-1-945641-02-2	100		\$ -
	K-3	Spanish	978-1-945641-03-9	50		\$ -
	Toddler	English	978-1-945641-01-5	100		\$ -
	Infant	English	978-1-945641-00-8	50		\$ -
CLASS Video Library Companion  Pack: 1	Pre-K	English		200		\$ -
	Infant/Tod	English		150		\$ -

**TOTAL COST \$ -**

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

Renewal Years 1 and 2 Order Quantities >100 units

Publication/ Pack	Age Level	Language	ISBN #	Quantity	Unit Cost Including Shipping and Handling >100 Units Per Order	Total Cost (Quantity x Unit Cost)
CLASS Manual  Pack: 1	Pre-K	English	978-0-9862899-7-2	300		\$ -
		Spanish	978-0-9862899-8-9	150		\$ -
	Toddler	English	978-0-9862899-6-5	300		\$ -
	Infant	English	978-0-9862899-5-8	150		\$ -
CLASS Dimensions Guide  Pack: 1	Pre-K	English	978-0-9862899-0-3	300		\$ -
		Spanish	978-0-9862899-9-6	150		\$ -
	Toddler	English	978-0-9851115-0-2	300		\$ -
		Spanish	978-0-9851115-2-6	150		\$ -
	Infant	English	978-0-9851115-5-7	300		\$ -
		Spanish	978-0-9851115-6-4	150		\$ -
CLASS Dimensions Overview  Pack: 1	Pre-K/	English	978-1-945641-06-0	300		\$ -
	K-3	Spanish	978-1-945641-07-7	150		\$ -
	Toddler	English	978-1-945641-05-3	300		\$ -
	Infant	English	978-1-945641-04-6	150		\$ -
CLASS Score Sheets  Pack: 1 pack of 5 scoring sheets	Pre-K/	English	978-1-945641-02-2	300		\$ -
	K-3	Spanish	978-1-945641-03-9	150		\$ -
	Toddler	English	978-1-945641-01-5	300		\$ -
	Infant	English	978-1-945641-00-8	150		\$ -
CLASS Video Library Companion  Pack: 1	Pre-K	English		200		\$ -
	Infant/Tod	English		150		\$ -

TOTAL COST \$ -

\*Award made based on this price.

GRAND TOTAL\* \$ \_\_\_\_\_

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

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

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

AUTHORIZED AGENT (typed): \_\_\_\_\_

AUTHORIZED AGENT (signed): \_\_\_\_\_

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](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  
0400

Submit Report to:

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

For additional information, you may call Ms. Register at 850/245-9173, or email [regina.register@fldoe.org](mailto:regina.register@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'

STATE OF FLORIDA DEPARTMENT OF EDUCATION  
OFFICE OF EARLY LEARNING  
CONTRACT STANDARD TERMS AND CONDITIONS



**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.

Table of Contents to be inserted here when contract is completed.
---

**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. Contractor/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:

Contractor/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 and the certifications and assurances as set forth in Attachment 4.

**2. Contract Documents**

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

- Standard Contract
- Attachment 1 – Special Conditions
- Attachment 2 – Applicable federal and state laws
- Attachment 3 – Monitoring and Audit Requirements where contractor has been determined to be a subrecipient as noted in 1. above;
- Attachment 4 – Certifications and Assurances where contractor has been determined to be a subrecipient as noted in 1. above; and
- 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):

- Federal law and regulations
- Florida law and rules
- Standard Contract and Special Conditions (Attachment 1)
- 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.)
- Contractor (Subrecipient) Monitoring and Audit Requirements (Attachment 3), if applicable
- 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 appropriation 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.

<b>Contractor's Contract Manager</b>	
Name:	
Title:	
Address:	
Office Phone:	
E-mail Address:	

<b>Office of Early Learning's Contract Manager</b>	
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, which has the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost, if applicable), to ensure proper planning, management and completion of the activities described herein.

**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.

<b>Execution by Contractor</b>	
Contractor's Name:	
Signature:	
Printed Name:	
Title:	
Date:	
FEIN:	

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

<b>Office of Early Learning Approval as to Form and Legality</b>	
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. The Contractor shall grant access to all records pertaining to the Contract to the Office's Inspector General, General Counsel, the Office of Program Policy and Government Accountability, and the Chief Financial Officer.

### 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. Performance Deficiency and Financial Consequences**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work. The Contract Manager shall periodically review the progress made on the activities and deliverables listed on Attachment 5 entitled “Scope of Work” incorporated herein.

**7.1. Performance Deficiency**

If the Contractor fails: to meet the performance measures established in the Contract; comply with Contract administrative requirement; or make progress on the activities/deliverables established in the contract; or if the Office determines that the performance of the Contractor is unsatisfactory, then the Office may provide written notification to the Contractor of the deficiency or deficiencies. This written request for corrective action will identify the deficiency or deficiencies and the required corrective action plan elements including the due date for the corrective action plan. The corrective action shall be performed at no additional cost to the Office. Upon receipt of a request for corrective action, the Contractor shall acknowledge receipt of the request and develop and submit to the Office Contract Manager by the due date, for approval, a corrective action plan in the format required in the request describing how the Contractor will address all performance deficiencies described in the request for corrective action. The Contractor’s failure to correct deficiencies noted in the request for corrective action may, at the sole and exclusive discretion of the Office, result in one or both of the following: deeming the Contractor in breach or default of this Contract or the termination of this contract for cause.

**7.2. Financial Consequences**

If the Contractor fails to meet the minimum level of service or performance identified in this contract, 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 Office, 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. If an extension is not offered, the contract manager will 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 rate established in 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 for non-

performance shall not be considered penalties and are solely intended to compensate for damages.

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 section of this Contract entitled "Return of Funds and Property" to the extent of such error.

#### **8. Auditing, Monitoring and Accounting**

If Contractor is a subrecipient as opposed to a vendor as specified on page 32 section one; then, in accordance with Attachment 3, 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.

The Office is responsible for monitoring grant, subrecipient and contract supported activities to assure compliance with Federal requirements and that performance goals are being achieved. In accordance with 45 CFR §75.342 (also 2 CFR §200.328), *Monitoring and reporting program performance*, subrecipient monitoring must cover each program, function and activity.

#### **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:

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.

The Office shall reimburse Contractor for all documented and verifiable costs reasonably incurred terminating or winding down the Contract.

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.

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:

- Stop work under the Contract on the date of and to the extent specified in the notice.
- Complete performance of the work not terminated by the Office.
- 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.
- 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.
- 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 45 CFR §75.361 (also 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 that upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the



contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, 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:

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.

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.**

**17.1.** Contractor, who is acting on behalf of the public agency as provided under s. 119.011(2), F.S., is required to comply with the Florida Public Records law - Chapter 119, Florida Statutes. Contractor specifically shall:

- 17.1.1. Keep and maintain public records required by the Office to perform the services under this contract.
- 17.1.2. Upon request from the Office's custodian of public records, provide the Office with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 17.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Office.
- 17.1.4. Upon completion of the contract, transfer, at no cost, to the Office all public records in possession of the contractor or keep and maintain public records required by the Office to perform the service. If the contractor transfers all public records to the Office upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and

exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Office, upon request from the Office's custodian of public records, in a format that is compatible with the information technology systems of the Office. The Contractor, may transfer all public records related to this contract back to the Office at any time; however, the Contractor shall transfer all of the public records related to the contract upon the closing or sale of the Contractor's business.

**17.2.** The following records are specifically excluded from inspection, copying, and audit rights under the Contract:

17.2.1. Records of the Contractor (and subcontractor) that are unrelated to the Contract.

17.2.2. 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.

17.2.3. 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.

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

**Office of Early Learning  
250 Marriott Drive  
Tallahassee, FL 32399  
(850) 717-8550**

[PublicRecordsCustodian@oel.myflorida.com](mailto:PublicRecordsCustodian@oel.myflorida.com)

**18. Request for Records; Noncompliance**

A request to inspect or copy public records relating to the Office's contract for services must be made directly to the Office. If the Office does not possess the requested records, the Office shall immediately notify the contractor of the request, and the contractor must provide the records to the Office or allow the records to be inspected or copied within a reasonable time.

A contractor who fails to comply with the Office's request for records, is subject to the Office's enforcement of the contract provisions set forth in paragraph 7 above.

A contractor who fails to provide the public records to the Office within a reasonable time may be subject to penalties under s. 119.10, F.S.

A contractor who fails to provide the public records relating to this contract for services, may be subject to civil action for reasonable costs of enforcement, including reasonable attorney's fees as provided under s. 119.0701(4), F.S.

**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) 717-8604 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, unless exempt pursuant to s. 768.28,

F.S. 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**

**25.1.** Any contractor or subcontractor who does not meet the definition of "Qualified Entity," as provided below, but has staff who will perform duties under contract and who is permitted access to a child care location while children are present, or who will have access to confidential information about the children in care or their family shall comply with all of the requirements specified in subsection 25.3 below. However, the screening shall only include the equivalent of a level 1 that requires screening for employment history, statewide criminal correspondence checks through the Department of Law Enforcement, a check of the Dru Sjodin National Sex Offender Public Website and local criminal records check through local law enforcement agencies.

**25.2.** Any contractor or subcontractor who does not meet the definition of "Qualified Entity," provided below, and has staff who will perform duties under this agreement but will have absolutely no interaction with nor be present around a child in care nor will it 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.

**25.3.** "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, that 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 that meets the definition of "Qualified Entity" as defined in s. 943.0542, F.S. shall:

25.3.1. 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.

25.3.2. 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.

25.3.3. 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.

25.3.4. Provide verification for all personnel of Contractor and of any Sub-Contractor assigned to work on this contract of:

25.3.5. Passing the level 2 background screening standards as set forth in s. 435.04, F.S.,

- 25.3.6. The highest level of education claimed,
  - 25.3.7. All applicable professional licenses claimed, and
  - 25.3.8. The past five years of employment history.
  - 25.3.9. 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.
  - 25.3.10. Submit to the Contract manager, written confirmation of a clear screening and of the above verifications for personnel assigned to this Contract within thirty (30) calendar days of the beginning date of the Contract.
  - 25.3.11. Submit to the Contract manager, written confirmation of a clear screening and of the above verification for new personnel assigned to this Contract before they begin work on the Contract. 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.
  - 25.3.12. Update the background screening every five years on or before the anniversary date of the prior background screening check, and thereafter, if the individual continues to perform under the contract.
  - 25.3.13. Conduct a new background screening if there is a ninety (90) day lapse in employment in which case the person shall be rescreened before being assigned to this contract.
  - 25.3.14. Arrange for and pay all the costs for employee background screenings.
  - 25.3.15. Require each employee it assigns to this contract to notify the Contractor within ten days of being arrested for any criminal offense.
  - 25.3.16. Review the alleged offense, determine if the offense is one that would exclude the employee under a level 2 screening, pursuant to s. 435.04(2), F.S., 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.
- 25.4.** The Contractor shall submit written confirmation each state fiscal year for the term of the contract stating that all required staff have a clear background screening and noting the date of the screening. If the Contractor has determined that no employee screening is required pursuant to the requirements set forth above, the Contractor shall submit one time a signed written statement notifying the Contract Manager of this determination.

## **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:

- Entitle the Office to immediately terminate the contract for cause upon email notice to Contractor’s Contract Manager.
- Result in immediate and irreparable harm to the Office, entitling the Office to immediate injunctive relief.
- 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 Security [Manual](#) (July 2016), ([Manual link](#)), [Rule Chapter 74-2, F.A.C., Florida Cybersecurity Standards](#), and employ adequate security measures to protect the Office’s information, applications, data, resources, and services.

The Office’s Information Technology Security 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)(h) 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* (PII), 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 to either 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 forty-five (45) calendar days after the effective date of the conclusion of the Contract. Within the forty-five (45) 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 ultimate destruction of the information is feasible but that to do so is not feasible or recommended to occur within the required forty-five (45) days, Contractor must contact the Contract Manager and provide the basis for the delay. If the Contract Manager determines that it is in the best interest of the Office to extend the time for return or destruction of the confidential data, the Contract Manager shall in writing notify the Contractor of the length of the extension and shall include the written notification in the Contract Manager's official contract file.

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

**41. Office of Early Learning as Additional Insured**

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

**41.1. 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.

**41.2. 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.

**41.3. 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.

**41.4. 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.

**41.5. 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.

**42. 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 45 CFR §75.113 (also 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 Office is required to review and consider any publicly available information about the Contractor in the Federal Awardee Performance and Integrity Information System (FAPIIS) <https://fapiis.gov>.

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

**43. 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) continuous hours of Contractor becoming aware of such actions or from the day of the legal filing, whichever comes first.

**44. Whistleblower’s Act**

In accordance with s. 112.3187, F.S., the Contractor and its subcontractors shall not retaliate against an employee for reporting violations of law, rule or regulation that creates and presents a substantial and specific danger to the public’s health, safety, or welfare. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of any agency, public officer, or employee. The Contractor and any subcontractor 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, the Florida Commission on Human Relations or the Whistle-blower’s Hotline number at 1-800-543-5353.

**45. 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.

#### **46. 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.

**47. 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.

**48. 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.

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).

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 or its subcontractors 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 or its subcontractors shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

**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 the Office’s 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 the aggregated amount of funds awarded under this contract is 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. 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.

**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 (30) 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 assures, 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 the Office 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 assures, 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 the Office 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**

Section 287.135, F.S., prohibits agencies from contracting with companies for goods or services of \$1 million or more that (1) are on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725, (2) are engaged in a boycott of Israel, (3) are 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 or (4) are engaged in business operations in Cuba or Syria.

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 that Boycott Israel List; is not participating in a boycott of Israel; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria.

Contractor understands and agrees that pursuant to s. 287.135, F.S., the submission of a false certification may subject the Contractor to civil penalties, attorney's fees, and/or costs.

Further, Contractor understands and agrees that this Contract may be terminated at the option of the Office if the Contractor is found to have submitted a false certification, has been placed on one of the above referenced Scrutinized Companies lists or has been determined to be engaging in business operations in Cuba or Syria or is engaged in a boycott of Israel.

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

These requirements do not apply to purchase of supplies, 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. See also 45 CFR part 93. 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.

Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;

Procure solid waste management services in a manner that maximizes energy and resource recovery; and

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 <https://www.epa.gov/greenerproducts/identify-greener-products-and-services>.

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 and Certifications**

The following Certifications are hereby adopted and incorporated herein by reference as if fully set forth herein. For required federal certifications, 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. (As per Appendix A to Part 93) SIGNATURE REQUIRED

65.3. Certification Regarding Debarment, suspension and other responsibility matters.

65.4. Drug-free Certification. NOT REQUIRED FOR VENDORS

65.5. Environmental Tobacco Smoke Certification

## Attachment 2 – Applicable Federal and State Laws

### Compliance with Applicable Laws

The Contractor shall comply with all Federal, State of Florida, and local laws, as applicable, 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.
- 2 CFR Part 376 – Nonprocurement Debarment and Suspension
- 2 CFR Part 382 – Requirements for Drug-Free Workplace (Financial Assistance)
  
- 45 CFR Part 75, United States Department of Health and Human Services Implementation of OMB’s Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal awards (aka 2 CFR §200)
- 45 CFR Part 80 –Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964
- 2 CFR Part 182 – Drug-Free Workplace Common Act Rule
- 45 CFR Part 84 –Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance
- 45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving Federal Financial Assistance
- 45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance
- 45 CFR Part 93 – New Restrictions on Lobbying
- 45 CFR Part(s) 260-265 – Temporary Assistance for Needy Families (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 U.S.C. 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 (F.S.), Voluntary Prekindergarten Education Program (VPK).
- Chapter 1002, Part VI, Florida Statutes, School Readiness Program (SR).

**Applicable Federal and State Laws**

- Provisions of the current HHS-approved CCDF State Plan including all approved amendments or revisions.
- Provisions related to SR of the current HHS-approved TANF State Plan including all approved amendments or revisions, as administered by the Department of Children and Families (DCF).
- Rule 6A-1.09433, Florida Administrative Code (F.A.C.)—Voluntary Prekindergarten Pre- and Post-Assessment.
- Rule 6A-6.03033, F.A.C.—Specialized Instructional Services (SIS)for VPK Children with Disabilities.
- Rule Chapter 6M-4, F.A.C. – School Readiness Program Rules.
- Rule Chapter 6M-8, F.A.C. – Voluntary Prekindergarten Education Program Rules.
- Rule Chapter 6M-9, F.A.C. – Early Learning Coalition Rules.
- Rule Chapter 69I-5, F.A.C, --Schedule of Expenditures of State Financial Assistance.
- 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.
  - 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.
  - Section 119.0701, F.S. –Contracts; public records; request for contractor records; civil action.
- Chapter 286, Florida Statutes, Public Business: Miscellaneous Provisions
  - Section 286.011, F.S. – Public meetings and records; public inspection; criminal and civil penalties.

**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 20.055(5), F.S. –Agency inspectors general.
- 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.

**Applicable Federal and State Laws**

- 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.
- Section 943.0542, F.S. – Access to criminal history information provided by DCF to qualified entities.
- Florida Department of Education (FDOE) [Travel Policy Manual](#)-
- Florida Department of Financial Services (FDFS) [Travel Manual](#)--
- [FDFS 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:** The Office 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 requirement(s) 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. During the course of any state fiscal year, external auditors, the State Auditor General, state or federal inspectors, inspectors general, HHS, the Office or others as state or federal agencies designate may review operations of and records from the Contractor.
- 1.2. Any of the above-listed 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 require Contractors to repay disallowed federal and state program costs. Contractors/subrecipients may not repay disallowed costs with federal grant, state grant or matching funds.
- 1.3. 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. Monitoring activities. The Office is responsible for monitoring grant, subrecipient and contract supported activities to assure compliance with Federal requirements and that performance goals are being achieved. In accordance with 45 CFR §75.342 (also 2 CFR §200.328), Monitoring and reporting program performance, subrecipient monitoring must cover each program, function, and activity. 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 and/or other procedures. By entering into this contract, the Contractor agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Office. 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 Florida Department of Financial Services, or the Florida 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. 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 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 August 31<sup>st</sup> 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 the Office. SharePoint Zone site: FMSAS/20xx-xx ICQ - Completed.
- 3.2.1. 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. Transactions are properly recorded and accounted for;
- 3.2.2. Transactions are executed in compliance with laws, regulations and contract provisions; and
- 3.2.3. Funds, property and other assets are safeguarded against loss from unauthorized use or disposition.
- 3.2.4. Reasonable measures are taken to safeguard protected personally identifiable information (PPII) 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 specifies additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity’s policy.]

### 4. Audit

#### 4.1. Part I: Federally Funded

This part is applicable if the Contractor is a State, local government or a non-profit organization as defined in 2 CFR §200. A web site that provides links to several Federal Single Audit Act resources can be found at: [Federal Single Audit Act Resources](#).

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



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

- 4.1.2. 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.
- 4.1.3. The Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 45 CFR §§75.508 through 75.512 (also 2 CFR §§200.508 through 200.512), as well as the following additional state-level requirements.
  - The financial statements shall disclose whether the Contractor met the matching requirement for each applicable contract/grant in accordance with OEL Program Guidance 440.10 – Match Reporting.
  - The Contractor shall fully disclose in the audit report all questioned costs and liabilities due to the Office with reference to the Office grant award(s)/agreement(s)/contract(s) involved.
  - The audit procedures and the Single Audit reports must include the Office's annual financial and programmatic monitoring report results.
- 4.1.4. The Contractor is responsible for submitting the Single Audit Reports and the required federal Data Collection Forms (SF-FAC) electronically to the [Federal Audit Clearinghouse](#) within the earlier of 30 days after receipt or nine months after the fiscal year's end of the audit period.
- 4.1.5. If the Contractor expends less than \$750,000 in Federal awards in its fiscal year, a federal Single Audit is not required. If the Contractor still elects to have a federal Single Audit performed, 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.
- 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 Contractors that are subrecipients and commercial organizations have two options regarding audits as described in [45 CFR Part 75.501\(h\) and \(i\)](#). If applicable, please contact the Office for more instructions.

#### **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. Additional information regarding the Florida Single Audit Act can be found at: [Florida Single Audit Act](#). Find additional information regarding the Florida Single Audit Act at the [Florida DFS website State Single Audit resources](#).

- 4.3.1. If the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Contract, the Contractor

must have an audit for such year in accordance with the [Florida Single Audit Act](#); Florida Single Audit Act; Chapter 69I-5, F.A.C.; Rule 61H1-20.0093, F.A.C., Chapter 550, F.A.C., Section 10.550 ([local governmental](#) entities) or Rule 61H1-20.0093, F.A.C., Chapter 650, F.A.C., [Section 10.650](#) (nonprofit and for-profit organizations), Rules of the Auditor General.

- 4.3.2. 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.
- 4.3.3. If the Contractor expends less than \$750,000 in state financial assistance in its fiscal year, a Florida Single Audit is not required. In the event that the Contractor still 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).

#### **4.4. Part IV: Report Submission**

- 4.4.1. Copies of reporting packages (including any management letter issued by the auditor and the Contractor's written corrective action plan response(s)) for federal Single Audits 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.
- 4.4.2. Submit one electronic copy of the financial reporting package to the Office at the following address:  
 Office of Early Learning  
 Financial Management Systems Assurance Section (FMSAS)  
 Email – [OEL.Questions@oel.myflorida.com](mailto:OEL.Questions@oel.myflorida.com)  
 Website – OEL Share Point site:  
 OEL SharePoint Portal/Partners/Contractor site/FMSAS Document Exchange – Restricted/2017-18 FMSAS/Annual Audit Report Files
- 4.4.3. Submit the Single Audit Reports and the required federal Data Collection Forms (SF-FAC) electronically to the [Federal Audit Clearinghouse](#) within the earlier of 30 days after receipt or nine months after the fiscal year's end of the audit period.
- 4.4.4. 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 address indicated.
- 4.4.5. Submit one electronic copy of the financial reporting package to the Office at the following address:  
 Office of Early Learning  
 Financial Management Systems Assurance Section (FMSAS)  
 Email – [OEL.Questions@oel.myflorida.com](mailto:OEL.Questions@oel.myflorida.com)  
 Website – OEL Share Point site:

OEL Portal/Partners/Contractor site/FMSAS Document Exchange –  
Restricted/2017-18 FMSAS/Annual Audit Report Files

- 4.4.6. Submit one paper copy by mail and one electronic copy of the financial reporting package to the Auditor General’s Office at the following address:  
Auditor General’s Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

Email – [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

Website – [www.myflorida.com/audgen](http://www.myflorida.com/audgen)

- 4.4.7. Contractor, when submitting financial reporting packages to the Office for Federal Single Audits and Florida Single Audits should indicate the date that the reporting package was delivered from the auditor(s) to the Contractor in correspondence accompanying the reporting package.
- 4.4.8. All items [Auditor General Rule 61H1-20.0093](#), F.A.C., Chapter 650, F.A.C. Section 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, monitoring and accounting 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. The Office 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 the Office.

The Office 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. Certification regarding Drug-Free Workplace
- B. The Transparency Act (as defined by 2 CFR Part 170)
- C. Other miscellaneous/general disclosures
- D. Proper expenditure reporting
- E. CCDF Salary Cap annual testing requirements

- F. Restrictions on funding ACORN
- G. Certification regarding Contractor status as a non-major corporation
- H. Certification of cost allocation plan or indirect cost rate proposal
- I. Separation of VPK Education Program and SR Program funds (ss. 1002.71(1) and (7), F.S., and 45 CFR Part 98.54)
- J. Subrecipient monitoring
- K. Immigration status
- L. Standards of conduct
- M. Conflicts of Interest
- N. DUNS number – Data Universal Numbering System
- O. Prior approval requests
- P. Procurements and other purchases
- Q. Property
- R. Purchase of American-Made Equipment and Products
- S. Records access – subawards and subrecipients
- T. Reporting of matters related to recipient integrity and performance
- U. Supplement, not supplant
- V. System for Award Management (SAM) Unique Entity Identifier Requirements
- W. Trafficking Victims Protection Act of 2000 (TVPA)

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

**A. Certification Regarding [Drug-Free Workplace](#)**

Contractor agrees to comply with [Drug-free workplace requirements](#) in accordance with provisions of Title V, Subtitle D of Public Law 100-690 (41 USC 701 et. seq.), and the “Drug-Free Workplace Act of 1988.” The Contractor shall maintain a drug-free workplace, publish a drug-free workplace statement, establish a drug-free awareness program, take actions concerning employees convicted of violating drug statutes in the workplace and identify all known workplaces under this Contract. The Contractor must notify ACF if an employee is convicted of violating a criminal drug statute. Failure to comply may be cause for debarment (See 2 CFR Part 382, Subpart B).

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

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.

**C. Other miscellaneous/general disclosures**

As the Contractor's duly authorized representative, I assure that the Contractor:

1. 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. 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. 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. Initiate and complete the work within the applicable time frame after receiving the awarding agency's approval.
5. Administer each program covered by this contract in accordance with all applicable laws, regulations, statutes, rules, policies, procedures and program requirements governing the program(s).
6. Comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.
7. Submit such reports as described in Section C of this Contract. 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. 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. 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. Have/establish and maintain a proper accounting system in accordance with generally accepted accounting standards.
11. 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. Comply with the requirements in 2 CFR Part 376, *Nonprocurement Debarment and Suspension*.
13. 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. 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 Contractor 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.)

16. Will agree for any contract-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, to treat same-sex spouses, marriages and households on the same terms as opposite sex spouses, marriages, and households, respectively. Marriage is between two individuals validly entered into in the jurisdiction where performed. This does not apply to registered domestic partnerships, civil unions or similar formal relations recognized under state law as something other than marriage. (For further detail, see Section 3 of the Defense of Marriage Act, codified at 1 U.S.C. 7).
17. Will not use federal funds awarded under this Contract to be used for construction or the purchase of land.

**D. Proper expenditure reporting**

In accordance with 45 CFR §75.415 (also 2 CFR §200.415), *Required Certifications*, the official who is authorized to legally bind the Contractor must include the following certification on annual and final fiscal reports or vouchers requesting payment. “By signing this report, I certify to the best of my knowledge and belief that the report as submitted is true, complete, and accurate, and the expenditures, disbursements cash receipts are 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. (U.S. Code Title 18, section 1001 and Title 31, Sections 3729-3730 and 3801-3812)”

**E. CCDF Salary Cap annual testing requirements**

The Consolidated Appropriations Act, 2012 (P.L. 112-74), enacted December 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 2017 is \$187,000 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 this agreement.

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.

**F. Restrictions on Funding ACORN**

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 affiliates, subsidiaries, allied organizations or successors. 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.

**G. Certification regarding Contractor status as a non-major corporation**

In accordance with 45 CFR §75.415 (also 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. Contractor certifies that it is:

The Contractor is not a major nonprofit organization.

The Contractor is a major nonprofit organization.

If the Contractor determines it qualifies as a major non-profit organization, it shall contact the Office for additional instructions.

**H. Certification of cost allocation plan or indirect cost rate proposal**

In accordance with 45 CFR §75.415 (also 2 CFR §200.415), *Required Certifications*, the Contractor certifies that it has submitted, or will submit with this agreement, cost allocation plan (CAP) or indirect cost rate proposal, as instructed by the Office\*.

\*Note: The Office'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 the Office.

**I. Certification of Smoking Prohibitions**

The Contractor certifies compliance with Title XX of Public Law 103-227, the Pro-Kids Act of 1994, (as amended by Certification of regarding Environmental Tobacco Smoke Prohibited (Pro-Children Act of 2001).

Contractor certifies that it shall comply with the requirements of the [Pro-Children Act](#) of 2001, 42 U.S.C. 7181 through 7184). Smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment. Failure to comply with provisions of this law may result in civil monetary penalty of up to \$ 1,000 per day. 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 assures that it will expend all SR (Child Care Development Fund, TANF, Social Services Block Grant and General Revenue and



matching) 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.

**J. Subrecipient monitoring**

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

**K. Immigration status**

The Contractor 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.

**L. Standards of conduct**

The Contractor shall comply with the provisions 45 CFR §75.327 (also 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.

**M. Conflicts of Interest**

**1.** Pursuant to 45 CFR §75.327 (also 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 the Office instructions (s. 1002.84(20), F.S.), the Contractor shall provide the Office 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 the Office 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 the Office's prior approval.
- 2.5. The Contractor does not have to obtain the Office's prior approval for contracts below \$25,000, however the Contractor shall:
  - 2.5.1. Adequately disclose and properly report and track such contract activity.
  - 2.5.2. Report such contracts to the Office within 30 days after receiving approval from the governing board.

**N. 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.

**O. Prior approval requests**

To comply with 45 CFR §75.407 *Prior written approval*, and the Office's 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 the Office before purchasing select items of cost.

**P. Procurements and other purchases**

**1. Written policies and procedures**

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 federal procurement standards are located at 45 CFR §§75.326-75.335 (also 2 CFR §§200.317-200.326).

**2. Subrecipient and contractor determinations**

The Contractor shall refer to 45 CFR §75.351 *Subrecipient and contractor determinations*, as needed to decide on the type of written instruments (grant agreements, awards or contracts) required to administer the program activities described in accordance with section 45 CFR §75.201 and 75.210. For each executed sub-agreement funded by this contract, the Contractor shall include written notice of the sub-contract relationship identified (either subrecipient or contractor/vendor).

**3. Procurement standards**

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

**4. Allowable Costs**

Contractor may expend funds only for allowable costs resulting from obligations incurred during the contract period. In accounting for and expending funds, a recipient and/or subrecipient may only charge expenditures to the contract if they are:

- (a) in payment of obligations incurred during the approved contract period,
- (b) in conformance with the approved program services,
- (c) in compliance with all applicable statutes and regulatory provisions,
- (d) costs that are allocable to a particular cost objective,
- (e) spent only for reasonable and necessary costs of the program, and
- (f) not used for general expenses required to carry out other responsibilities of the Contractor.

**5. 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.

**6. 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.

**Q. Property**

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 the Office 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 the Office.

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. In addition, small attractive items with a purchase value less than \$1,000, whether classified as equipment, technological items or supplies must be safeguarded. The Contractor shall have a written policy on how these items will accounted for and tracked.

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 the Office 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.

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

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

**S. Records access – subawards and subrecipients**

Pursuant to 45 CFR §75.364 (also 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.

**T. Reporting of matters related to recipient integrity and performance**

Unless exempt from these requirements per OMB guidance at [2 CFR Appendix XII, Part 200](#), the Contractor shall maintain current information reported to the System for Award Management (SAM) as described below in Section W. Portions of these data disclosures about civil, criminal or administrative proceedings are also made available in the Federal Awardee Performance and Integrity Information System (FAPIIS) and the Office is required to review and consider this and other publicly available information to evaluate/review risk related to the Contractor’s integrity, business ethics, and record of performance under federal awards in accordance with 45 CFR §75.331(b) (also 2 CFR §200.331(b)), *Requirements for pass-through entities*.

**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/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.

**W. Trafficking Victims Protection Act of 2000 - (TVPA)**

Human Trafficking Requirements are hereby adopted and incorporated by reference as if fully set forth herein. This contract is subject to the requirements of Section 106(g) of the “Trafficking Victims Protection Act of 2000” (22 U.S.C. 7104), as amended.

