



**Request for Proposals
Website Maintenance
Early Learning Coalition
of Alachua County, Inc.**

Bid# 1718-0002

April 27, 2018

Robin Powis
Chief Financial Officer
4424 NW 13th Street, A5
Gainesville, FL 32609
rpowis@elcalachua.org

Requests for Proposals
Website Maintenance

April 2018

The Early Learning Coalition of Alachua, Inc. (ELCAC) is requesting proposals from qualified professional website developer and maintenance firms (Vendor) for web maintenance support and project development. The qualified Vendor will enable the ELCAC to improve and maintain its current website – www.elcalachua.org.

Proposals must address all information required in the RFP. Local businesses, minority-owned business enterprises, women-owned business enterprises, and veteran-owned business enterprises are encouraged to submit proposals.

The contract will begin July 1, 2018. Proposal and all correspondence relating to this RFP shall be submitted via email to:

Robin Powis
Chief Financial Officer
4424 NW 13th Street, A5
Gainesville, FL 32609
rpowis@elcalachua.org

Please visit our website to download a copy of this Bid# 1718-0002 including ELCAC's 1718 General Assurances and Certifications at www.elcalachua.org Finance-Purchasing/bids-proposals. Copies will not be faxed. Qualified vendors requiring additional information or clarification relative to the contents of the bid may direct inquiries to Robin Powis, Chief Financial Officer at rpowis@elcalachua.org.

The ELCAC reserves the right to reject any or all proposals and/or to limit this procurement to a portion based on the availability of funds and/or as deemed in the best interest of the ELCAC.

Key Dates

Event	RFP Issued	Intent to Respond Due	Questions Due	Answers Provided	Proposals Due	Interviews - if necessary	Contract Awarded	Contract Signed
Date	04/27/18	05/04/18	05/09/18	05/14/18	05/16/18	05/23/18 and 05/24/18	5/30/18	06/13/18
Time	5:00PM EST	11:00AM EST	5:00PM EST	5:00PM EST	4:00PM EST	TBD	5:00PM EST	5:00PM EST

Background Information

The Early Learning Coalition of Alachua County, Inc. (ELCAC) was established legislatively in 1999 and is mandated by the Florida Legislature Chapter 411.01 of Florida Statutes, to provide early learning programs to children and families in Alachua County Florida, which include the School Readiness (SR) Program and Voluntary Pre-Kindergarten (VPK) Program. These programs must be developmentally appropriate and research-based, involve parents as their child's first teacher, serve as preventive measures for children at-risk of future school failure, enhance the educational readiness of eligible children, and support family education.

The ELCAC's primary goal is to provide quality early learning and voluntary pre-kindergarten education services that prepare children to be "school ready" upon entry into kindergarten.

Identification of Award Source (CFDA AND CSFA TITLE AND NUMBER)

Pursuant to 2 CFR Part 200 and Chapter 112.0455 F.S., funds awarded under this RFP are currently paid from the following:

CFDA/

CSFA #	Funding Source	Estimated Allocation	Award Year
School Readiness:			
93.558	Temporary Assistance to Needy Families (TANF)	16.21%	7/1/18-6/30/19
93.558	TANF Maintenance of Effort (MOE)	11.62%	7/1/18-6/30/19
93.575	Child Care Development Fund (CCDF)	16.44%	7/1/18-6/30/19
93.575	CCDF Discretionary	24.19%	7/1/18-6/30/19
93.596	CCDF Mandatory	6.39%	7/1/18-6/30/19
93.596	CCDF Matching (federal share)	13.67%	7/1/18-6/30/19
93.596	CCDF Matching (state share)	7.33%	7/1/18-6/30/19
93.596	CCDF Maintenance of Effort (MOE)	4.00%	7/1/18-6/30/19
93.667	Social Services Block Grant (SSBG)	0.08%	7/1/18-6/30/19
Voluntary Pre-Kindergarten:			
75.007	Voluntary Pre-Kindergarten Education Program	100.00%	7/1/18-6/30/19

Current Situation

ELCAC is currently using an outside firm for its website maintenance services. In the last year, the website underwent a redesign to improve the appearance, structure, functionality and the presentation of content. ELCAC's website is used for online assistance for the services, programs and information we provide. The web site is instrumental in moving visitors forward in seeking information such as enrollment in SR Programs and VPK Programs, parenting information pages, "how-to" information, hot topic news/news articles and resource contacts. The site is instrumental in 'telling the ELCAC story'. ELCAC wants parents, early child care and education providers, practitioners, legislators, teachers and other target audiences to use the site to educate themselves on early childhood issues and view ELCAC as a primary resource in this area.

ELCAC looks to the contracted Vendor for regular technical system maintenance and technical assistance for the website's:

1. Functionality;
2. Interactivity;
3. Ease of use and navigation;
4. Ease of maintenance;
5. Attractiveness to our online audience via desktop or mobile devices.

The current firm supplies on-site presence as needed with 24/7/365 monitoring. This RFP requests the qualified

firm to provide website maintenance services with on-site presence as needed with 24/7/365 monitoring.

Scope of Services Required

The service provider shall have extensive knowledge and background in managing websites and will be expected to complete the responsibilities described below:

<ul style="list-style-type: none">• Maintain a Search Engine Optimization and Search Engine Marketing program that increases the website's visibility in search engine results pages.
<ul style="list-style-type: none">• Update and edit various graphics in size and clarity when required for the website. Pages are updated as needed.
<ul style="list-style-type: none">• Maintain the integrity of the site and social media accounts against spam, hackers, viruses and electronic attacks via firewalls, security software and passwords and social media postings regarding inappropriate comments.
<ul style="list-style-type: none">• Maintain link equity with our partners.
<ul style="list-style-type: none">• Complete conversion tracking, measure the click through rates and have good crawl depth within the website.
<ul style="list-style-type: none">• Submit monthly reports on how the site is being used and its effectiveness. Measurements will include: traffic sources, top keywords, top pages and referrals.
<ul style="list-style-type: none">• Maintain drop down menus to function effortlessly to ensure visitor satisfaction.
<ul style="list-style-type: none">• Maintain the calendar of events on a web calendar to be searchable by date and type of event. Events will be submitted and checked for accuracy by ELCAC staff.
<ul style="list-style-type: none">• Create electronic display ads, update icons and make changes as needed for events.
<ul style="list-style-type: none">• Participate in meetings to be held as needed with ELCAC staff to discuss its needs, issues or special projects.
<ul style="list-style-type: none">• Add, update, resize, crop or delete pictures on the website (ELCAC provides pictures).
<ul style="list-style-type: none">• Add, update or delete videos on the website (ELCAC provides videos).
<ul style="list-style-type: none">• Add, update or delete links on the website.
<ul style="list-style-type: none">• Add, update or delete any files or documents on the website.
<ul style="list-style-type: none">• Create new pages or blog posts (ELCAC provides content).
<ul style="list-style-type: none">• Design recommendations.

Onsite Support/Planning

Vendor is expected to provide on-site support as needed in administering to the ELCAC's website needs. Vendor will participate collaboratively with various ELCAC departments to fulfill service needs, and will make recommendations for technology upgrades in conjunction with the operations coordinator. Personnel providing services under this contract resulting from the RFP must be fully qualified to perform the required work. Vendor is to provide ELCAC with its response time to meeting requests and the turnaround time on requests for uploads to the website.

Intent to Respond

Please submit notice of Intent to Respond to Robin Powis via email at rpowis@elcalachua.org.

Proposals Delivery

Upon receipt of all bids, the ELCAC will review and make a decision based on the best value offered. Most importantly, the selected vendor will be required to enter into an agreement with ELCAC to guarantee the product/service specifications, prices quoted, and value-added services described, as well as to ensure adherence to all applicable state and/or federal laws. A bidder must be a reputable vendor.

Bids must be emailed to Robin Powis at rpowis@elcalachua.org to arrive no later than **4:00 p.m. May 16, 2018**. The bid must be accompanied by a signed and dated 1718 General Assurances and Certifications – which are updated annually.

Late submissions including those emailed or delivered to the wrong email address will be rejected. Faxed bid submissions will not be accepted. Questions and/or comments may be addressed by contacting Robin Powis at rpowis@elcalachua.org. Telephone inquiries will not be accepted. Any unauthorized contact may disqualify the bidder. All communications from bidders must be in writing, shall include the relevant solicitation number, and be directed to the electronic address provided above. The deadline for submitting questions is 05/09/18 at 5PM EST.

Proposal Evaluations, Contract Execution and Evaluation Criteria

This section shall serve as the criteria from which the ELCAC will rate the VENDOR. In preparing a submittal the ELCAC recommends that the VENDOR address the criteria clearly in their submittal and indicate how they achieve the highest rating. Statements should qualify and demonstrate the VENDOR'S ability to meet each criterion. Statements should be to the greatest extent verifiable.

Limit the response to no more than 1 page per criterion. Each response is to be clearly titled.

1. **Industry Expertise and Experience** – The VENDOR demonstrates that it has a strong history, the necessary resources, familiarity with the region, and good working relationships with its subcontractors, if any. This section should include the following:
 - Brief Overview and history of your company, including the organizations structure and target technologies.
 - How long has the organization been in this business?
 - Provide a description of qualifications and experience of your firm in providing similar services described above.
 - Include a list of personnel certifications and trainings. Include a one-page resume of staff to be assigned to this project.
 - Total number of clients.
 - Total number of school, educational and non-profit clients.
 - List number of personnel qualified to support software listed under the Scope of services Required section.
 - How many of your employees are contract?
 - What differentiates your organization from your competitors in the marketplace and how will this be relevant to us?
2. **Demonstrated Customer Service Quality and Support.** Include a list of two customer references with similar websites. Include company name, address, phone number, point of contact and web address.
3. **Previous Relevant Experience** – The VENDOR demonstrates familiarity with this type of project, suggests innovative tools or methods, has strong project management skills, and utilizes a consistent and effective quality assurance and control strategy.
4. **Cost of Services** – The VENDOR'S proposed guidelines for the range of costs for a project of this size, nature, and scope. The ELCAC is seeking a regular, monthly flat-fee price for the services described herein. Please provide a total monthly fee and associated breakdown by task to support that figure. Please provide a grand total fee for a one-year period with an option to extend for two additional years. ELCAC's budget for this project is \$5,000.00/year.

While the ELCAC requests this contract to be ALL INCLUSIVE, it recognizes that there may be instances where services fall beyond what can be reasonably included in a basic monthly scope of work. Please provide your firm's opinion on what types of services might fall into this category, and

provide appropriate pricing.

5. **Financial Information** – The VENDOR provides evidence of financial stability and the resources necessary to complete a project of this size, including information on insurance capabilities.
6. **Account management** – The VENDOR provides the proposed response time(s), lists the tools for managing the account (i.e., protocols, passwords, etc.).
7. **Reporting capabilities** – The VENDOR provides reports on how the site is being used and its effectiveness. Measurements would include, but are not limited to: traffic sources, top keywords, top pages, referrals, click-through rates, unique visitors, number of visitors, and pages viewed.
8. **Submittal Completeness and Quality** – The VENDOR has included all forms and information requested in this RFP. The submittal is concise and of high quality.

The RFPs will be evaluated by a designated group of individuals and will rank proposals to your firm’s submission. The evaluation process will use the previously described criteria to rank proposals and award the contract, as follows:

Criteria Rating	Weight	Score 1-5	Calculated
Industry expertise and experience	10%		
Demonstrated customer service quality and support	15%		
Previous relevant experience	10%		
Cost of services	20%		
Financial information	10%		
Account management	10%		
Reporting capabilities	15%		
Submittal completeness and quality	10%		
Total	100%		0

Scoring Analysis

Not Addressed	0
Poor	1
Minimum	2
Average	3
Good	4
Excellent	5

After the closing date and time for receipt of proposals, evaluation and proposal clarifications will begin.

Rejection of Proposals

The ELCAC reserves the right to reject any or all proposals and/or to limit this RFP to a portion based on the availability of funds and/or as deemed in the best interest of the ELCAC. Any proposal determined to be non-responsive to any of the minimum evaluation criteria of this RFP will be automatically disqualified. The ELCAC may determine that the non-responsiveness is not substantial and can be clarified. In such cases, the ELCAC will allow the VENDOR to make minor corrections and apply the change in the evaluation.

Any of the following reasons may be considered as being sufficient for the disqualification of VENDOR and the

rejection of his proposal(s):

1. Failure to adhere to one or more of the provisions established in the RFP.
2. Failure to submit all required information as requested in the specifications by the deadline.
3. Failure to submit the proposal at the time or in the format specified herein or to supply the minimum information requested herein.
4. Failure to meet the minimum evaluation criteria specified in this RFP.
5. Failure to submit its proposal to the required email address on or before the deadline date established by the ELCAC.
6. Misrepresentation of services, experience, products and personnel by providing demonstrably false information in its proposal or failure to provide material information.
7. Failure to submit the Cost of Services.
8. Refusal of a reasonable request for an interview.
9. Refusal to provide clarification requested by the ELCAC.
10. Evidence of collusion.

Execution of Contract

Upon the acceptance of a VENDOR'S proposal, the ELCAC will prepare and submit an award letter to the successful VENDOR for ordering. In the event that the successful VENDOR fails, neglects or refuses to execute the contract within seven (7) days after receiving the contract from the ELCAC, the ELCAC may at its option terminate and cancel its action in awarding the bid and the selection of the VENDOR shall become null and void and of no effect.

Incorporated by reference into the contract which is to be entered into by the ELCAC and the successful VENDOR pursuant to this RFP will be:

1. All of the information presented in or with this RFP and the VENDOR'S response thereto.
2. All written communications between the ELCAC and the successful VENDOR whose proposal is accepted. A designated official of the VENDOR and the ELCAC shall execute the contract.

Responsibilities of the VENDOR

1. Prime Contractor: The successful VENDOR will be considered as the prime contractor for those services indicated in their proposal and will be required to assume total responsibility for the delivery, installation, setup, conversion, and maintenance of all related services offered in the proposal whether or not the company is the manufacturer, producer, value added reseller, author or supplier of the items. The ELCAC will consider the successful VENDOR to be the sole point of contact with regard to all contractual matters, including performance or service unless otherwise stated. Prior to final selection, VENDORS may be required to submit any additional information which the ELCAC may deem necessary to determine the VENDOR'S qualifications to respond to the RFP. Should any of the information requested by the ELCAC be considered by the VENDOR to be confidential it should be so stated. The ELCAC will attempt to treat any information submitted by the VENDOR as confidential if requested to do so; however, the ELCAC cannot ensure such confidentiality as the ELCAC falls under Florida's Sunshine Law and all records are public, except personally protected information.

2. Firm Price: Prices offered by the VENDOR will be firm and not subject to increase during the term of any contractual agreement arising between the ELCAC and the successful VENDOR as a result of this RFP.
3. No Assignment: Assignment by the successful VENDOR to any third party of any contract based on the RFP or any monies due shall be absolutely prohibited and will not be recognized by the ELCAC unless approved in advance by the ELCAC in writing.
4. Statement of Time: Time when stated, as a number of days, shall include Mondays through Sundays and Legal Holidays.

Clarification of Proposals

The VENDOR of any proposal that the ELCAC determines susceptible to being selected may be required to discuss or clarify its proposal or demonstrate its applications with the ELCAC any time during the procurement process.

1. If a complaint or claim alleging violation by the VENDOR of such statutes, rules, or regulations is presented, the VENDOR agrees to cooperate in the investigation and disposition of complaint or claim.
2. In the event of the VENDOR'S non-compliance with the provisions in this section, the ELCAC shall impose such sanctions as it deems appropriate, including but not limited to the following: 1. Withholding of payments due the VENDOR until the VENDOR complies, and, 2. Termination or suspension of any contract or agreement pursuant to this RFP.
3. Force Majeure: Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather, but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance may be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

Open Procurement

1. The ELCAC reserves the right to accept any item or group of tasks proposed in any response, unless the VENDOR qualifies the offer by specific limitation.
2. The ELCAC reserves the right to purchase more or less of each item or service at the unit price offered in the VENDOR'S response unless otherwise stated.
3. The ELCAC reserves the right to negotiate with VENDORS regarding variations to the original proposal(s), to include cost, which may be in the best interest of the ELCAC.
4. The ELCAC reserves the right to accept or reject any or all proposals in whole or in part.

Confidentiality

The Florida State statutes regarding the public's right to know applies to the proposals, except for personally identifiable information (i.e., social security number, date of birth, etc.).

Rights to Submitted Material

All proposal, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by VENDORS shall become the property of the ELCAC when received.



Application to the Early Learning Coalition of Alachua County for Website Maintenance Services

1. PROJECT DESCRIPTION:

The Early Learning Coalition of Alachua County is seeking proposals for Website Maintenance Services.

2. NAME OF FIRM:
(or Joint Venture)

TYPE OF ORGANIZATION:
(Proprietorship, Partnership, Corporation, etc.)

ADDRESS:

YEAR ESTABLISHED:

LOCATION OF PRINCIPAL OFFICE IF OUT OF STATE:

3. NAME AND TITLE OF PRINCIPAL TO CONTACT:

PHONE NUMBER: ()

4. GENERAL INFORMATION:

Size of Support Staff: _____

Support Available (Define Hours): _____

Number of Non-profit Entities: _____

Number of Other Clients: _____

5. KEY PERSONS SPECIALISTS AND INDIVIDUALS IN YOUR FIRM TO BE ASSIGNED TO THIS PROJECT

*Indicate Project Manager with an asterisk. Include a one-page resume of each member of your staff to be assigned to this project as required by the RFP.

NAME:	TITLE:	DISCIPLINE/PROJECT ROLE:

Application to the Early Learning Coalition of Alachua County for Website Maintenance Services, Part 2

NAME:	TITLE:	DISCIPLINE/PROJECT ROLE:

6. ADDITIONAL INFORMATION OR DESCRIPTION OF RESOURCES SUPPORTING YOUR FIRM'S QUALIFICATIONS FOR THIS PROJECT: (If joint venture, indicate previous experience with this joint venture.)

Name of Person Authorized to sign proposals

Title of Person Authorized to sign proposals

Signature of Above Person



**Early Learning Coalition of Alachua County
Operations Coordinator
4424 NW 13th Street, A5
Gainesville, FL 32609
PH 352-375-4110 ext. 156 Fax 352-375-4028**

Insurance Requirements

The vendor will be required to add ELCAC as Certificate Holder. A current Insurance certificate must be provided prior to commencing any work on this project, in the following amounts:

Comprehensive General Liability	
Combined single limit	\$1,000,000.00
Professional Liability Insurance covering errors and omissions and wrongful acts in the performance of the services	\$1,000,000.00
Workmen's Compensation & Employers Legal Liability	\$500,000 per accident

The Contractor shall procure and maintain for the duration of this project Workmen's Compensation Insurance as required by State Law for all of his employees that are engaging in any work at the site of the project whether direct employees or subcontracting associates.



Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Typed or Printed name of Person Signing Proposal)

Signature

Name of Business

Reference Form

Vendor's Name: _____

Name and Address:			
Contact Person			
Position Title			
Telephone No.		Population	
Information:			

Reference Form

Vendor's Name: _____

Name and Address:			
Contact Person			
Position Title			
Telephone No.		Population	
Information:			

Cost of Services for Website Maintenance Services Proposal

The below signature shall certify and agree to the following:

1. That *any and all of the costs* associated with the provision of the VENDOR'S services and products are included in the attached cost proposal provided by the VENDOR.
2. That the VENDOR understands that the ELCAC will not be able to reimburse expenses nor pay invoices for work conducted prior to contracting.
3. That by filing a proposal the VENDOR is aware of and will be subject to all requirements of this RFP and the proposal filed by the VENDOR.
4. That any and all fees, licenses, leases, subcontracts with other vendors, and any and all agreements, are addressed through the cost proposal.
5. That the cost proposal shall be sufficiently itemized by rational cost sectors as proposed by the VENDOR in a form and manner that allows the reviewer a clear understanding of the division of costs between services, fees, and products.
6. That the cost proposal is organized in a manner that provides monthly itemized costs for the complete due diligence and operations

Business Name _____

Business Address _____

Business Phone _____ Fax _____

Business Type: _____
Individual, Partnership, Corporation etc.

Name of Person Authorized to sign proposals

Title of Person Authorized to sign proposals

Signature of Above Person

**General Assurances and Certifications
2017-2018 (updated 2/8/18)**

The Early Learning Coalition of Alachua County, Inc. (ELC) is funded by Florida’s Office of Early Learning, which requires “General Assurances” that must be signed by all agencies and organizations that receive federal or state funds. This is required by:

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

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

Certification:

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

Signature (must be original)	Date	Area Code/Telephone #

Each party shall perform its obligations in accordance with the following listed terms and conditions for the Purchase Order (PO) or contract.

Background checks – *applies to “Qualified Entities” (contact ELC for more details)*

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

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

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

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

Certified Minority Business Enterprises (CMBE) reporting – *applies to all purchases*

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

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

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

Conduct of business – federal/state laws govern – *applies to all purchases*

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

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

1. Federal law and regulations
2. Florida laws and rules
3. PO/Contract Scope of Work

Confidentiality and safeguarding information – *applies to all purchases*

Contractor shall ensure public records that are exempt or confidential/exempt from public records disclosure requirements are not disclosed except as authorized by federal and state laws, including but not limited to sections 1002.72 and 1002.97, F.S. Contractor shall be provided additional specific instructions by the ELC if applicable.

Conflict of interest/related party activities – *applies to all purchases*

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

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

A contract manager may be required for POs/contracts that receive \$100,000 or more from the ELC. Contact information is provided by the ELC if applicable.

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

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

Convicted/discriminatory vendors – *applies to all purchases*

Neither it, nor any person or affiliate of the vendor has been convicted of a public entity crime as defined in Section 287.33, F.S. and has not been placed on the convicted or discriminatory vendor list at the federal or state levels.

Cooperation with Inspector General – *applies to all purchases*

Pursuant to s. 20.055(5), F.S., the Contractor and any subcontractor(s) used to provide the scoped goods/services understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the PO/contract. The Contractor shall retain such records for five (5) years after the expiration date of the PO/contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer.

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

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

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

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

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

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

Debarment and suspension – *applies to all purchases*

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

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

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

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

Equal Employment – *applies to purchases of more than \$10,000*

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

E-Verify – *applies to purchases of more than \$3,000 for services*

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

Filing and payment of taxes – *applies to all purchases*

None of the federal/state grant funds made available to the ELC may be used to enter into a PO/contract or any other agreement with any corporation that has any unpaid Federal tax liability. Acceptance of these PO/contract terms indicates the Contractor is aware of and currently complies with requirements for full and timely payment of any federal taxes.

Florida Abuse Hotline reporting – *applies to all purchases*

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

Funding availability/annual appropriation – *applies to all purchases*

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

Financial consequences – *applies to all purchases*

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

Independent Contractor – *applies to all purchases*

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

No lobbying – *applies to all purchases*

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

which the parties placed reliance when they made or entered into this transaction.

Payment audit (records of costs will be available upon request) – *applies to all purchases*

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

Payment and fees – *applies to all purchases*

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

Payment made after written "agency" acceptance – *applies to all purchases*

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

Payment timeframe - timely payments – *applies to all purchases*

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

Procurement of recovered materials – *applies for purchases of \$10,000 or more*

The Contractor shall use to the maximum extent possible products designated as Biobased products (green, recycled, renewable). Information about this requirement and these products is available at <http://www.biopreferred.gov>. The Contractor shall report to <http://www.sam.gov>, with a copy to the ELC Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30. This report should be submitted not later than (i) October 31 of each year during PO/contract performance.

Public records – *applies to all purchases*

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

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

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

Public access/public records requests – *applies to all purchases*

All records for this transaction are available for inspection. Public access is allowed for all document, papers, letter, or other materials related to this transaction, unless exempt from Sec 24(a) of Article 1 of the State Constitution and Subsec. 119.07(1) FS.

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

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

ELC of Alachua County, Inc.
Public Information Office
4424 NW 13 Street, A-5
Gainesville, FL 32609
352/375-4110 ext 137
kwilliams@elcalachua.org

Purchase of American-Made Equipment and Products – *triggered by spending threshold*

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

Rights to Inventions– *triggered by spending threshold*

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

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

In the event of termination of the PO/Contract by the ELC for cause or breach of listed terms and conditions, the Contractor shall be liable for the ELC’s expenses for additional managerial and administrative services required to complete or obtain the services or items from another contractor. Additional details are described in Section 23 of PUR 1000 [DMS PUR 1000 link](#).

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

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

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

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

Waiver– *applies to all purchases*

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