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[www.ELC-Marion.org](http://www.ELC-Marion.org)

## Request for Proposals

### Rebranding and Community Outreach

#### Contents

Introduction.....	2
Purpose of Request.....	2
Background.....	2
Available Funding.....	2
Eligibility Requirements.....	2
Scope of Work.....	3
Rebranding.....	3
Website Refresh.....	3
Advertising.....	3
Deliverables.....	3
Selection Process.....	4
Evaluation Criteria.....	4
Capacity for Addressing the Needs and Implementing the Strategy.....	4
Program Description.....	5
Implementation Plan.....	5
Budget and Narrative.....	5
Proposal Submissions.....	5
Timeline.....	5
Point of Contact.....	6
Attachments.....	6
Attachment A – Non-Collusive Affidavit.....	7
Attachment B – Statements of No Involvement and Authorization.....	8
Attachment C – Disclosure of Conflict of Interest.....	9
Attachment D – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Contracts/Subcontracts.....	10
Attachment E – General Assurances and Certifications.....	11
Attachment F – Terms and Conditions.....	12



## Introduction

The Early Learning Coalition of Marion County (hereinafter referred to as the “Coalition”) is the local organization that administers the Florida School Readiness, Child Care Resource & Referral, and Voluntary Pre- Kindergarten programs in Marion County. The Coalition is the sole provider of these programs in the county. In addition, the Coalition provides services to assist all families with children birth to five with supports for kindergarten readiness. The Coalition is soliciting proposals to establish a contract through a competitive process to acquire the services of a qualified entity (hereinafter referred to as the “Contractor”) to address branding, website, and advertising needs for the Coalition.

## Purpose of Request

The Kindergarten Readiness Rate in Marion County stands at 35% and has been in a state of decline for the last several years. Although the recent pandemic and the resulting drop in child care enrollment affected this rate, Marion County is still far below the state average of 49% and is rated second lowest in the state. As new programming is developed to address this issue, the Coalition will need to rebrand its logo and messaging to coincide with its focus on the early childhood population. In addition, the Coalition’s website ([www.ELC-Marion.org](http://www.ELC-Marion.org)) will need redevelopment to support the additional kindergarten readiness services for families. The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified entities with expertise in rebranding, website development, and advertising to provide these services.

## Background

The Early Learning Coalition of Marion County is a 501(c)(3) corporation organized under the laws of the State of Florida and has been determined exempt by the Internal Revenue Service. The Florida Department of Education Division of Early Learning has certified the Coalition as a local early learning coalition for the purposes of implementing programs authorized by Florida Statute Chapter 1002, including Voluntary Prekindergarten (VPK), School Readiness (SR), and Child Care Resource and Referral (CCR&R). Our mission is to provide leadership and foster partnerships to optimize a quality learning environment for our children through child care, Voluntary Pre-Kindergarten, and parent education.

## Available Funding

Funding for this project is provided through American Rescue Plan Act. Early Learning Discretionary funds were awarded to the Coalition through the Division of Early Learning, and this project was approved as a part of the spending plan. The term of this award runs through **June 30, 2024**, and is contingent on the funding availability and adherence to the requirements of the grant. Additional funding may also be available.

## Eligibility Requirements

Applicants should have a strong history of public relations, advertising, rebranding, and website development, particularly for nonprofit organizations. Demonstrated experience should include conducting, analyzing, and interpreting primary and secondary market research to create effective messaging and visuals to reach targeted audiences, particularly families whose household income is at or near federal poverty thresholds.

Contractor shall identify a primary point of contact who shall be able to respond to phone and email inquiries within 48 hours. A replacement point of contact must have credentials similar to the employee replaced and is subject to the Coalition’s approval.

The prospective Contractor must provide details of any pertinent judgment, criminal conviction, investigation, or litigation pending against the prospective Contractor or any of its officers, directors, employees, agents, or subcontractors of which the contractor has knowledge, or a statement that there is none. The Coalition reserves the right to reject a proposal based on this information.

## Scope of Work

### ***Rebranding***

- Comprehensive brand package, including
  - Logo
  - Assessment of how to incorporate sub brands (programs) into unified messaging
  - Strong visual identity
  - Style guide and branding standards

### ***Website Refresh***

- Refresh and enhance existing website
  - New brand implementation
  - Simplified menus
  - Concise copy and design elements
  - Clear call to actions added above the fold on each page
  - Improved navigation for users, including families, child care providers, and community partners (businesses, donors, sponsors, partner agencies, funders, pediatric healthcare service providers)
  - Pages available in English and Spanish
  - Improved mobile friendliness
  - ADA accessible
  - Enhanced SEO
  - Improved website performance scores
  - Recommendation of web conversion goals to be implemented in Google Analytics
  - Ability for Coalition to manage updates and announcements (site currently built on WordPress)
  - Add Constant Contact sign-up for four newsletters (Family News, Early Education Provider News, Community Supporter News, and Professional Development Opportunities)
  - Add interactive child care provider directory/map
  - Incorporate updated photos including leadership headshots
  - Maintain funder website requirements

### ***Advertising***

- Recommend and formulate specific advertising plans promoting Coalition programs and services.
- Write, design, illustrate, and otherwise produce advertising in accordance with estimates/budget approved by Coalition prior to commencement of work.
- Plan, negotiate, and purchase advertising space at the most advantageous rates.
- Provide monthly analysis of advertising results to Coalition, with final analysis due 45 days following campaign end.

## Deliverables

The final deliverables will be as follows:

- New logo, adaptable to multiple uses, including horizontal / vertical layouts and sponsorship needs
- Brand Style guide to include:
  - Logo files, fonts, and color palette for print and digital use
  - Complementary design elements, fonts, and color schemes
- Improved website that is modern, easily navigated, and meets ADA Section 508 Compliance
- Overarching messaging and promotional assets with consistent branding
  - Revised mission statement
  - Concise descriptions for each Coalition program and service
  - Design and printing of Coalition brochure
  - Design of Coalition exterior signage
  - Compelling elevator speeches for Coalition and programs
  - Design and printing of seasonal posters for pediatric physicians' offices encouraging families with children birth to eight years to complete developmental screenings
  - Operation templates to include:
    - Letterhead
    - Business cards
    - Email signature
    - Presentation deck
    - Newsletters
    - Social media posts
    - Flyers
  - Community event material designs
    - Tent
    - Tablecloth(s)
    - Indoor and outdoor signage
- Successful measurement plan with key performance indicators/metrics and a process to collect, track, monitor, and routinely analyze and report data.

### Selection Process

All proposals received by the required deadline will be reviewed to ensure all necessary attachments and documentation are complete and included. Complete applications from eligible applicants will be forwarded to the contract review committee who will review the applications. Proposals that are **incomplete, late, or submitted by non-eligible applicants will not be reviewed by the contract review committee. Nothing may be added to any application after it has been submitted.** Award notices will be provided by February 23, 2024.

### Evaluation Criteria

The review committee will evaluate proposals based on the following criteria:

#### *Capacity for Addressing the Needs and Implementing the Strategy*

- Capacity of applicant (including prior history of similar work)
- Personnel planned
- Infrastructure of applicant
- Prior demonstrated ability to accomplish the work

### ***Program Description***

- Clarity of proposed ideas
- Identification of approach
- Provision of evidence for proposed approach
- Statement of ownership of produced materials and requirements for Coalition to own final produced works

### ***Implementation Plan***

- Details of critical steps needed to implement work
- Detailed and realistic timeline
- Success measurement plan
- Cost effectiveness

### ***Budget and Narrative***

- Line-item budget and budget narrative are detailed, accurate and are in alignment with the proposed strategy.
- Calculations are provided and demonstrate how costs were determined (e.g., cost allocation formulas).
- Budget reflects generally accepted accounting principles and is consistent with policies, regulations, and procedures that uniformly apply to all costs charged and expended by the agency/organization.
- Related costs are justified and calculated using the State of Florida travel rate limitations for mileage, per diem and lodging.

### ***Proposal Submissions***

Proposals must include the following components to be considered complete and responsive for funding.

Incomplete proposals will not be reviewed or scored:

- Cover letter
- Brief overview and background of the organization submitting this proposal
- Narrative Response to Scope of Work
- Budget and Budget Narrative
- Samples of (or links to) similar work
- Three professional references

Submit all proposals as an attachment in PDF format to Wendy Williams at [wwilliams@elc-marion.org](mailto:wwilliams@elc-marion.org).

### ***Timeline***

<b>Activity</b>	<b>Date</b>	<b>Time</b>	<b>Address/Method</b>
<b>Request for Proposal Release Date</b>	<b>January 30, 2024</b>	<b>COB</b>	<b>Notice of RFP posted on ELCMC website</b>
<b>Intent to Submit Due</b>	<b>February 5, 2024</b>	<b>COB</b>	Wendy Williams at WWilliams@ELC-Marion.org

<b>Written Inquiries Due</b>	<b>February 8, 2024</b>	<b>COB</b>	Wendy Williams at WWilliams@ELC-Marion.org
<b>Written Responses Issued</b>	<b>February 12, 2024</b>	<b>COB</b>	Wendy Williams at WWilliams@ELC-Marion.org
<b>Proposals Due</b>	<b>February 19, 2024</b>	<b>COB</b>	Wendy Williams at WWilliams@ELC-Marion.org
<b>Review and Approval by Board of Directors</b>	<b>February 22, 2024</b>	<b>8:30 a.m.</b>	<b>February Board Meeting</b>
<b>Notice of Awards</b>	<b>February 23, 2024</b>	<b>COB</b>	Wendy Williams at WWilliams@ELC-Marion.org
<b>Anticipated Contract Effective Date</b>	<b>March 1, 2024</b>		
* Times and locations are subject to change. Applicants who have submitted a “Notice of Intent to Submit” will be notified of any changes made to the Schedule of Events. Changes will be posted at <a href="http://www.elc-marion.org">www.elc-marion.org</a> .			

#### Point of Contact

The **sole** point of contact for purposes of this RFP is Wendy Williams, Community Relations Director - Email: [wwilliams@elc-marion.org](mailto:wwilliams@elc-marion.org)

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

#### Attachments

The following attachments must be included, either as part of the Intent to Submit or as part of the Proposal.

**NON-COLLUSIVE AFFIDAVIT**

State of Florida

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn deposes and says that:

1. He/she is the (Owner, Partner, Officer, Representative or Agent) of the Respondent that has submitted the attached Quote;
2. He/she is fully informed respecting the preparation and contents of the attached Quote and of all pertinent circumstances respecting such Quote;
3. Such Quote is genuine and is not a collusive or sham Quote;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly with any other Respondent, firm, or person to submit a collusive or sham Quote in connection with the Work for which the attached Quote has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any Respondent, firm or person to fix the price or prices in the attached Quote or any other Respondent or to fix any overhead, profit, or cost elements of the Quote price or the Quote price of any other Respondent, or to secure through any collusion, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
5. The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_

Notary Signature: \_\_\_\_\_

My commission expires: \_\_\_\_\_

(Seal)



*Attachment B – Statements of No Involvement and Authorization*

**STATEMENTS OF NO INVOLVEMENT and AUTHORIZATION**

**RFQ #2018-IT**

I, \_\_\_\_\_, as an authorized representative of  
(Name and Title)

\_\_\_\_\_, certify that no member of this firm nor any person having  
(Name of Firm)

interest or ownership in this firm has:

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

Furthermore, I attest that:

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

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Print Name of Authorized Official:

\_\_\_\_\_

Title: \_\_\_\_\_

Signature of Authorized Official:

\_\_\_\_\_

Date: \_\_\_\_\_



*Attachment C – Disclosure of Conflict of Interest*

**DISCLOSURE OF CONFLICT OF INTEREST**

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
**\*Authorized Signature**

\_\_\_\_\_  
**\*Authorized Signature (Printed), Title**

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

***Attachment D – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Contracts/Subcontracts***

<b>CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS</b>
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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987, Federal Register (52 Fed. Reg., pages 20360-20369).

**INSTRUCTIONS**

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

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

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\*Authorized Signature

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\*Authorized Name (Printed) and Title

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



**PO/Contractor Name:** \_\_\_\_\_

## **Introduction**

### **Composition of Agreement and Priority**

The Early Learning Coalition of Marion County, Inc. (“ELC”) contracts with Vendor to furnish, within the manner and at the location specified, certain services, information, and items as specified in the completed Purchase Order/Contract, and attachments which are integral parts of this Purchase Order. The Purchase Order Terms and Conditions, whether generic or specific, shall take precedence over and supersede any inconsistent or conflicting provision in the State of Florida, General Contract Conditions, PUR1000. Additionally, the terms of this Purchase Order/Contract supersede the terms of any and all prior agreements with respect to this purchase. Certain Terms & Conditions below are hereby incorporated as if fully set forth herein. However, in the event of a conflict between the terms of this PO/Contract and Exhibit A, the terms of this PO/Contract shall govern.

### **Initial Term**

Unless otherwise specified, this Purchase Order/Contract begins on the date of issuance. Services to be rendered by the Vendor shall be completed by the date specified on the Purchase Order/Contract End Date.

### **Required Clauses-All Purchases of Services and/or commodities.**

### **Accessible Electronic Information Technology**

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

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

### **Certified Minority Business Enterprises (CMBE) reporting**

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

*Early Learning Coalition of Marion County*  
2300 SW 17<sup>th</sup> Rd  
Ocala, FL. 34471  
[measter@elc-marion.org](mailto:measter@elc-marion.org)

### **Conduct of business – federal/state laws govern.**

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 this PO/contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action or dispute related to the PO/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. Special conditions/additional requirements
4. PO/Contract Scope of Work

### **Confidentiality and safeguarding information**

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

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

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

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

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

### **Convicted/discriminatory vendors.**

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

### **Cooperation with the ELC, DEL, and DEL's Inspector General**

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

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

and lodging expenses, and expert witness and documentary fees.

### **Debarment and suspension**

If this 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/contract's scoped transaction(s).

### **Filing and payment of taxes**

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

### **Final invoice**

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

### **Financial consequences**

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

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

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

### **Florida Abuse Hotline reporting**

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

### **Funding availability/annual appropriation**

Pursuant to Section 287.0582, F.S., the ELC's performance and obligation to pay under this PO/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/contract upon no less than twenty-four (24) hours written notice to the Contractor. In the event the PO/contract 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/contract's scoped transaction(s). The ELC shall be the final authority as to the availability of appropriated funds.

### **Insurance – ELC provided proof of coverage.**

All insurance policies shall be with insurers qualified and doing business in Florida. The ELC shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance accompanying the PO/contract

documents. The DEL shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor.

### **Insurance – errors and omissions policy**

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

### **Insurance – liability policy**

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

### **Mandatory reporting of fraud/criminal activity**

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

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

### **No contact services performed outside the USA.**

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

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

### **No lobbying**

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

### **Notification of legal action**

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

the day of the legal filing, whichever comes first.

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

Records of costs incurred under terms of the PO/contract shall be maintained and made available to the ELC upon request 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**

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

**Payment made after written "agency" acceptance.**

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

**Payment timeframe - timely payments**

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

**Procurement of recovered materials – applies to all purchases.**

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

**Public records**

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

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

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

**Public access/public records requests**

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



the public records requestor by the end of the day such records are sent to the requestor.

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

Early Learning Coalition of Marion County  
Finance Department  
2300 SW 17th Rd  
Ocala, FL. 34472  
352-369-2315  
[recordsrequest@elc-marion.org](mailto:recordsrequest@elc-marion.org)

### **Public announcements, press releases, sponsorships**

The ELC does not endorse any Contractor, commodity, or service. The Contractor shall not provide any information to any media representative or any other external party regarding the PO/contract or any services delivered under the PO/contract without prior written approval from the ELC's Public Information Office. The Contractor shall also notify the ELC's Communications Department at 352-369-2315 verbally within one (1) hour and in writing, with a copy to the ELC's Contract Manager (or other listed contact person), within one (1) business day of any inquiries received from any media outlet or representative. The Contractor shall not use the ELC's logo(s) without the written approval of the ELC.

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

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

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

### **Records Retention**

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

The length of retention for these records in Florida is five years after the completion of the project, provided applicable audits have been released/closed. In no case will such records be disposed of before the five fiscal years minimum. Any of the records will be made available to the Office or its designees upon its request. The PO/contract may be unilaterally canceled by the ELC for failure or refusal by the Contractor to keep and maintain records as described herein.

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

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

### **Return of Funds**

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

### **Smoking prohibitions (Pro Children Act of 2001)**

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

### **Subpoenas**

The Contractor shall notify the ELC if any data related to the PO/contract is subpoenaed or used, copied, or removed from the Contractor's possession by any individual not authorized by the ELC to use, copy, or remove such data. The Contractor shall provide notice to the ELC verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours. The Contractor shall cooperate with the ELC in taking all steps as the ELC deems advisable to prevent misuse, regain possession of, and/or otherwise protect the ELC's and the State's rights and the data subject's privacy.

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

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

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

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

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

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

### **Travel**

Travel expenses are reimbursed only if expressly authorized by the terms of the PO/contract. If authorized, submit bills for any travel expenses to the ELC in accordance with [s. 112.061](#), F.S. Only travel performed in connection with approved

PO/contract activities are eligible for reimbursement. The ELC requires travel reimbursements be submitted within thirty (30) calendar days of the travel event.

### **Unauthorized alien(s)**

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

### **Waiver**

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

### **Whistle blowers Act**

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

## **Additional Clauses-Purchases of Services Only**

### **Background checks**

The ELC may require the Contractor and its employees, agents, representative and subcontractors to provide fingerprints and be subject to such background check as directed by the ELC. The cost of the background check(s) shall be borne by the Contractor. The ELC may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. Specific instructions are provided by the ELC in the scope of work based on the requirements of Sections 435.03 and 435.04, F.S.

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

If this 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 are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of work, to give up any part of the compensation to which he/she is otherwise entitled. The Contractor shall report all suspected or reported violations to the ELC.

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

If this PO/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 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.

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

This contractor (and subcontractor(s)) shall abide by the requirements of implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. See USDOL\_OFCCP for more details. These federal regulations prohibit discrimination against qualified individuals based on their status as protected

veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

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

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Agency of Homeland Security’s E-Verify system, <https://www.uscis.gov/e-verify>, to verify the employment eligibility of all new employees hired during the term of the PO/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.

### **Independent Contractor**

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the ELC. The ELC is not to 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 its subcontracts under this PO/contract.

### **Insurance – reemployment assistance (aka unemployment compensation)**

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

### **Insurance – workers’ compensation**

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

### **Purchase of American-Made Equipment and Products**

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

### **Rights to Inventions**

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

### **Additional Clauses-Purchases of Services involving access to confidential data only.**

#### **Breach of security/confidentiality**

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

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

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

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

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

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

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

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

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

The Contractor understands and agrees to the confidentiality and security provisions of this PO/contract regarding the requirements to safeguard the confidentiality of the information which is the subject of the PO/contract, and which is considered a material condition of the PO/contract. In the event that requirements to safeguard the information are impaired, that unauthorized disclosure of the information occurs, or the confidentiality of the information are compromised in any way, the Contractor will be subject to penalties as follows: Criminal Penalties: The Contractor and any of its employees, agents, contractors, subcontractors, affiliates or any other individual that breaches the confidentiality requirements of the PO/contract are subject to any state or federal criminal sanctions provided by law. This includes, but not limited to penalties as provided for in s. [119.10](#), F.S., the Florida Computer Related Crimes Act ([chapter 815](#)) or any other applicable state or federal laws or regulations.

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

### **Information and data security requirements**

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

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

**Information resource acquisition**

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

**Prohibition of peripheral devices for confidential data storage**

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

**Return or destruction of confidential data.**

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

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

By Checking this box and signing below, I acknowledge that I have reviewed, understand, and agree to comply with all the terms and conditions set forth above.

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Federal Employer ID: \_\_\_\_\_