



The Early Learning Coalition of Sarasota County

1750 17th St., Bldg. L, Sarasota, FL 34234

Phone: (941) 954-4830 • Fax: (941)

Website: www.earlylearningcoalitionsarasota.org

Request for Proposal for Accounting Services

Date RFP Available: May 23, 2023

Closing Date and Time: June 16, 2023 at 5:00 P.M.
Eastern Standard Time (EST)

No. RFP 2023-1

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I. GENERAL INFORMATION

A. Introduction

The Early Learning Coalition of Sarasota County (“ELC” or the “Coalition”) is seeking a qualified individual or organization to provide oversight of the ELC’s day-to-day accounting/bookkeeping services as well as outside financial supervision. Proposals from those entities that may be interested are currently being accepted. In order to be considered, written proposals using the format described herein must be received by 5:00 P.M. Eastern Standard Time on June 16, 2023 at the ELC’s office located at 1750 17th St., Bldg. L, Sarasota, FL 34234. This is not a request for single audit services.

The anticipated start date of the contract is July 3, 2023, and extends through the fiscal year end June 30, 2024. However, with this procurement process, the contract can be negotiated and renewed for a total of four additional one-year terms.

See item B in Section 3 for the Anticipated Schedule of Events and Deadlines.

B. Agency Background

In 1999, the Florida Legislature passed the School Readiness Act. The Act created the Florida Partnership for School Readiness. In addition, the Act called for the creation of local school readiness coalitions whose goals were to improve the readiness of children when they enter school. The ELC was incorporated in May 2000 as the School Readiness Coalition of Sarasota County, Inc., as a 501 c (3) non-profit organization.

Both the School Readiness and Voluntary Pre-Kindergarten legislation assign a number of specific responsibilities to Early Learning Coalitions to implement at the local level. These tasks include administering financial assistance for income eligible families, the VPK program and services to improve the quality of local child care sites and support school readiness outcomes for all children. The Legislature recognized that effective school readiness programs increase children’s chances for success.

Legislation outlines the responsibilities for Early Learning Coalitions across the state including oversight for the delivery of local early education services, establishes thresholds for spending categories and determines the composition of its Board of Directors. Our local Coalition currently administers a program of almost \$18 million of local, state and federal funds that are used to:

- Facilitate and oversee a wide range of support services to enhance the overall system of quality child care and preschool educational services for children in Sarasota County
- Provide child care financial scholarships to local income-eligible families and appropriate services for children
- Administer the Voluntary Pre-Kindergarten Program (VPK) for all eligible four year olds to increase the readiness of children to begin Kindergarten
- Implement a number of time sensitive specifically targeted funded initiatives, with both state and local funds

The Early Learning Coalition of Sarasota County reports at the state level to the Division of Early Learning within the Department of Education. An 18-21-member Board of Directors, whose membership is

determined by the current legislation, governs the Coalition and ensures compliance with all applicable legislation and statutory requirements and a high quality of services.

C. Statement of Purpose

The purpose of this RFP by the ELC is to procure a contract for accounting services. Utilizing an outside accountant to handle specific financial transactions is both a key component of the Coalition's internal control procedures and a cost effective means for financial oversight. The specific duties are outlined in the scope of work statement. Through the RFP, the ELC will select one "Offeror."

D. Who May Respond

Qualified Certified Public Accountants or Firms may respond to this RFP.

E. Single Point of Contact

The single point of contact is the staff member identified by the ELC to manage the process of the RFP. The only contact person with respect to any or all aspects of this RFP is:

Kerri Chase
Finance Manager
Early Learning Coalition of Sarasota County
1750 17th Street, Unit L
Sarasota, FL 34234
941-954-4830 Ext 120
kchase@elcsarasota.org

F. Cone Of Silence – Limitations on Contacting ELC Personnel And Others

Effective as of the issuance of this RFP and ending at the end of the 24-hour period following the ELC-award and execution of Contract with a Offeror, no person, entity or other organization shall contact and/or discuss, with any member of the ELC's Board, Executive Committee, or the ELC Staff, any matter that pertains to the RFP, except with the designated single point of contact for the RFP. Any person, entity, or other organization that violates this provision may be disqualified from responding to this RFP.

G. Inquiries

Prospective vendors may contact the Coalition with questions regarding any part of the RFP via email at kchase@elcsarasota.org on or before 5:00 P.M. EST June 9, 2023. Inquiries by phone will not be accepted. The Coalition will answer vendor questions as expeditiously as possible upon receipt of an email and will copy all other interested vendors on both the question and response. All responses will be provided no later than 5:00 P.M. EST June 12, 2023, as proposals are due by 5:00 P.M. EST June 16, 2023.

H. Bidder's Conference

This RFP will not include a Bidder's Conference. For inquiries see Section G. Inquiries.

I. Addenda

The ELC has the absolute right to cancel, amend, modify, supplement, or clarify this RFP at any time in its sole discretion. If any revisions become necessary or appropriate, as determined in the sole discretion of the ELC, the ELC will post the same on its website. Any addendum issued by the ELC will include a receipt

acknowledgement, which must be executed and submitted to the ELC along with the proposal on the date proposals are due to the ELC. All Offerors should contact the ELC's single point of contact for this solicitation in addition to reviewing the website, before the RFP deadline to ascertain whether any addenda have been issued. Failure to do so could result in a determination that the proposal is non-responsive.

J. Right to Reject Proposals and Waive Non-Material Irregularities

The ELC reserves the right to accept or reject any or all proposals and/or to re-advertise, waive any non-material irregularities and technicalities contained therein, and may, at its sole discretion, request a clarification of other information to evaluate any or all proposals. Offerors may be required to submit evidence of qualifications or any other information as the ELC may deem necessary. In consideration of the ELC's evaluation of submitted Proposals, the Offeror, by submitting its Proposal, expressly waives any claim to damages, of any kind whatsoever, in the event the ELC exercises its rights provided for in this Section.

K. Conflict Of Interest

All Offerors must disclose in their Letter of Certification (Sample provided in Section 5) the name of any officer, director or agent who is also an ELC employee. All Offerors must disclose the name of any ELC employee who owns, directly or indirectly, any interest in the respondent's business or any of its branches. All respondents must disclose any business relationships or family relations with any officer, director, subcontractor, contractor, or employee of the ELC.

L. Small And/or Minority-Owned Businesses

Efforts will be made by the ELC to utilize small businesses and minority-owned businesses. An Offeror qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.201).

M. Prohibition Of Lobbying

Any Offeror or lobbyist, paid or unpaid, for a respondent is prohibited from having any private communication concerning any procurement process or any response to the procurement process with any ELC Board member, Executive Director, or any employee of the ELC who has not been designated by the ELC as the single point of contact for the RFP after the official issuance of the RFP and until completion of contract award to the selected Offeror. A proposal from any Offeror will be disqualified when the Offeror (or a lobbyist, paid or unpaid, for the Offeror) violates this condition of the procurement process.

N. Public Records

All submitted proposals, certifications and included or attached information shall become public records upon their delivery to the ELC in accordance with Chapter 119, Florida Statutes. Offerors must invoke the exemptions to disclosure provided by law, in their proposals by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and state the reason, in writing, why the exclusion from public disclosure is necessary. Such claimed exempt information shall be segregated from the remainder of the Proposal.

O. Trade Secret and Confidential Materials

The ELC will attempt to afford protection from disclosure of any trade secret as defined in section 812.081, Florida Statutes, where identified as such in the Proposal, to the extent permitted under section 815.04, Florida Statutes, and Chapter 119, Florida Statutes. Any Offeror acknowledges, however, that the protection afforded by section 815.04, Florida Statutes, is incomplete, and it is hereby agreed by the Offeror and the ELC that no right or remedy for damages arises from any disclosure.

P. Compliance With Laws, Rules And Regulations

The Successful Offeror shall for itself, and it shall cause each of its employees, agents, representatives, contractors and subcontractors to continuously comply with all federal, state, and local laws, rules, regulations, codes, ordinances, statutes, and orders of any public authority bearing on the performance of the awarded Contract. The Successful Offeror shall ensure throughout the duration of the Contract that it, and all its contractors and subcontractors of any tier, shall be properly licensed and certified continuously throughout the duration of all work performed and services provided on accordance with the resulting Contract. All such licensing and certification shall be at the sole cost of each contractor and subcontractor. Upon request, the Offeror shall furnish to the ELC copies of any licenses, permits or certification required to comply with any law, rule, regulation, code, ordinance, statute and order referenced herein. For the avoidance of doubt, the ELC incorporates by reference, all Purchase Order Terms and Conditions, which can be found on the ELC's website at <https://earlylearningcoalitionsarasota.org/wp-content/uploads/2023/01/Purchase-Order-Terms-and-Disclosures-at-ELC-website-12-16-22.pdf>.

Lack of knowledge by the Offeror will in no way be a cause for relief from responsibility.

Offerors doing business with the ELC will be required to attest to compliance with the following federal and state rules and regulations:

- Equal Employment Opportunity (EO 11246 as amended by EO 11375 and supplemented by regulation 41 CFR part 60)
- Copeland "Anti-Kickback" Act (18 USC 874 and 40 USA 276c) Davis-Bacon Act, as amended (40 USC 276a to a-7)
- Contract Work Hours and Safety Standards Act (40 USC 327-333)
- Rights to Inventions Made Under a Contract or Agreement (37 CFR part 401) Clean Air Act (42 USC 7401 et seq) and Federal Water Pollution Control Act (33 USC) 1251 et seq), as amended
- Byrd Anti-Lobbying Amendment (31 USC 1352) Debarment and Suspension (EO 12549 and EO 12689) Remedies Clause (45 CFR 92.32(i)(2))
- Energy Policy and Conservation Act (45 CFR part 92.36(i) (13))

Q. Disqualification

The RFP and the Offeror shall be disqualified under the following conditions:

- The Offeror or affiliate has been convicted of a public entity crime or has been placed on the convicted vendor list or placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes.
- The Offeror or affiliate has been placed on the federal suspension and debarment list or otherwise determined to be ineligible to receive federal and/or state funds by an action of any governmental agency.

- The Offeror or affiliate has not complied with an official order of any agency of the State of Florida or the United States Department of Labor to repay disallowed costs incurred during its conduct or projects or services.
- The Offeror or affiliate has failed to perform any contractual obligation with the ELC in a manner satisfactory to the ELC or has failed to correct unsatisfactory performance to the satisfaction of the ELC.
- The Offeror or affiliate had a contract terminated by the ELC, by any other Early Learning Coalition, DEL and by any other State agency for cause.
- The Offeror or affiliate or any of its staff make contact in violation of the provisions of the Cone of Silence as set forth in this proposal.
- The Offeror or affiliate or any of its staff have participated in the development of the RFP documents for this Solicitation.
- The Offeror fails to maintain a valid license in the State of Florida to participate to practice public accounting.
- The Offeror submitted nonresponsive proposals as described in the RFP.

R. Protests and Disputes

Any Offeror who is adversely affected by the ELC decisions or intended decisions concerning a procurement solicitation has the right to appeal. The appeal process is as follow:

1. Submit a formal written protest within three (3) business days after the posting of the Notice of Award to the Chief Executive Officer of the ELC, describing, in detail, the nature of the protest/dispute.

Attn: Chief Executive Officer
 Early Learning Coalition of Sarasota County
 1750 17th St. Bldg. L
 Sarasota, FL 34234

The Chief Executive Officer will review the appeal and respond in writing within three business days from the date of receipt of the formal written request. Should the Executive Director require additional time to review the matter, the Offeror shall be advised in writing (electronic and/or by mail) within five business day period.

2. In the event the Chief Executive Officer's response is not satisfactory to the Offeror, an appeal to the Board of Directors may be requested. The appeal must be provided in writing within five calendar days from receipt of the response from the ELC and address it to:

Attn: Board Chair
 Early Learning Coalition of Sarasota County
 1750 17th St. Bldg. L
 Sarasota, FL 34234

The appeal will be heard by the Board of Directors at a time set by the ELC's Board Chair. The Board of Director's decision will be made by majority of members present. A written acknowledgement and a final resolution of the appeal will be made within thirty (30) calendar days of the request. The result will be the final outcome on behalf of the ELC unless otherwise stated by Florida law.

S. Withdrawal of Proposal

A written request for withdrawal, signed by the Offeror, must be received by the ELC prior to the proposal closing time of 5:00 P.M. Eastern Standard Time on June 16, 2023.

T. Tied Bids

In the case of tied bids, the ELC reserves the right to negotiate term with the most qualified Offerors and make the award based on what it considers to be in the best interest of the ELC.

U. Cost of Preparation of Proposal

Conditions of Proposal: All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by the ELC.

II. SCOPE OF SERVICES

A. Statement of Work

The Early Learning Coalition of Sarasota County is seeking a qualified individual or organization to provide oversight of the ELC's day-to-day accounting/bookkeeping services as well as outside financial supervision (the "Accountant"). Utilizing an outside accountant to handle specific financial transactions is both a key component of the Coalition's internal control procedures and a cost-effective means for additional/outside financial consultation and oversight. The ELC anticipates that an average of 5 hours per week will be needed to complete specific tasks and duties outlined in the scope of work section. The contract between the parties shall be within the sole discretion of the ELC and subject to:

- Satisfactory performance as determined by the ELC;
- Availability of funds as determined by the ELC.

B. Accounting Software

The ELC intends to utilize a third-party to transition its current accounting system on Quickbooks Desktop to Quickbooks Online, hereinafter the "Accounting Software." The Accountant will review the migration to ensure completeness and accuracy. Nothing in the RFP limits or restricts the ELC's ability to use an alternative software at its sole discretion.

C. Scope of Work - Overview

1. To provide services at the direction of the Coalition in accordance with relevant fiscal policies.
2. To establish and maintain books, records, and documents, including electronic storage media, in accordance with Generally Accepted Accounting Procedures and Practices in a manner that sufficiently and properly reflects all revenue and expenditure of funds provided by the Coalition under this agreement. These books, records and documents must be retained according to Florida Statutes as well as non-profit accounting regulations and be returned to the Coalition upon termination of this Agreement.
3. To ensure that all fiscal records of the Coalition pertinent to this agreement are available at all reasonable times for inspection, review, copying, or audit by Federal auditors, representatives of the Comptroller of the State of Florida, the Auditor General of Florida, or by other personnel duly authorized by the DEL or by the CEO of the Coalition.

4. To help monitor the bank account approved by the Coalition with approved check signers, including reconciliation and cash flow management. The bank account shall be an interest-bearing account and said interest shall be calculated as per current policies, and returned to the state.
5. To review the disbursement of funds based on billing and disbursement procedures approved by the Coalition and consistent with funders' policies and requirements.
6. To submit to the Coalition's Finance Manager as early as possible, but no later than the 15th of each month, all expense backup and associated GL reports required for invoices for the previous month's payments.
7. The Accountant will conform to all data reporting requirements of the Coalition as established by both the Coalition and its funders. This would include monthly financial statements, including a balance sheet and an income and expense summary with budget variances. The financial statements, with a detailed breakdown of funds by category should be submitted to the CEO and/or Board Chair or Treasurer as soon after the end of the month as possible, but in no event greater than 10 business days following the end of the month. The Accountant will also participate in budget preparation and review, and be available for at least one in-person meeting each month as requested by the CEO (i.e. staff meeting, Board meeting, or Budget and Finance Committee meeting).
8. Coordinate with audit firm on ELC annual single audit, including preparation of financial statements as required by enhanced audit regulations. Coordinate with ELC Finance Manager and assigned entity conducting the DEL fiscal monitoring to ensure all required documentation is provided.
9. To provide proof of adequate professional liability insurance coverage, and to hold such liability insurance at all times during the existence of this Agreement and any renewals and extensions of it. To ensure that staff is background screened as per best practice or ELC funding requirements and that entity complies with Florida laws regarding E-Verify.
10. To perform any additional fiscal services as determined by agreement between the Coalition and the Accountant.

D. Deliverables

- Ability to meet all the specific day-to-day tasks and components outlined in Section E.
- Monthly financial statements in desired format
- Scheduled availability for meetings and consultations
- Response to e-mail and/or telephone requests for information
- Coordination with audit firm for annual single audit
- Coordination with ELC staff to respond to any DEL monitoring requests
- Preparation of annual organizational financial statements as needed, to meet any enhanced audit regulations

E. Scope of Work - Specific Day-to-Day Tasks/ Services to Be Provided

Ongoing

- Coordinate with ELC Finance staff to manage cash flow and monitor bank accounts
- Work and complete any special report/project requested by CEO or Finance Manager

Weekly Expenditure Requests

- Review coding of checks and ACH transactions (by funding source) after ELC input but prior to processing for accuracy (approximately 25 per week for regular RFEs; and once per month approximately 200 provider payments)
- Prepare Check Details reports for the day of the check run and reconcile to Request for Expenditure listing
- Reconcile each reimbursement request to the General Ledger

Weekly Salary Allocations

- Review Salary Allocations entered into Accounting Software from salary allocation worksheet prepared by ELC (approximately 20 funding sources)
- Ensure all payroll report amounts (including wages, benefits, and fees) from PEO are entered appropriately into Accounting Software

Monthly Tasks and Reports

- Review entry of all cash deposits and misc. cash transactions into Accounting Software
- Reconcile revenue earned in the Accounting Software by funding source to expenses
- Review reconciliation of bank statements with GL
- Prepare detail reimbursement reports (payee, check number, amount, etc.) by account for each funding source (approximately 20)
- Prepare and send monthly financial statements to ELC in required format: Balance sheet; Income statement by funder; revenue and expenses by funding source; Budget vs. actual YTD; AR Aging; AP Aging; General Ledger YTD
- Onsite visit monthly to the ELC to review financials.

Annual Audit/Monitoring

- Coordinate with annual single audit process; preparation of financial reports for audit
- Coordinating with DEL monitoring requests

F. Invoicing and Payments

Invoices should be emailed to invoices@elcsarasota.org. Each invoice must include detailed supporting documentation of all billed services. Payments will be made via check or ACH draft.

G. Contractor(s) Responsibilities

A draft of the ELC's Standard Contract contains additional terms and conditions that will be required of the Offeror. (Sample Contract Provided in Section 7)

III. INSTRUCTIONS FOR PREPARING AND SUBMITTING A PROPOSAL

A. Proposal Format

Responses shall be submitted on 8.5"x11" white paper and shall conform to the format and sections as specified below in item C of this section including a Cover page and all required exhibits, attachments, certifications. Pages must be numbered or lettered as appropriate. All original signatures must be in blue ink. All supporting documentation or exhibits shall be clearly referenced. The Proposals and all inclusions

shall be properly executed and notarized by an individual who is legally authorized to submit the Proposal on behalf of the Offeror.

B. Submission of Proposal

Each Offeror shall submit only one proposal. The proposal submission shall contain one (1) original and four (4) hard copies. The original, and all copies must be received by the ELC at 1750 17th St., Building L, Sarasota, FL 34234 no later than 5:00 P.M. EST on June 16, 2023. Via U.S. mail or hand delivered (no faxes). All proposals should be addressed as follows:

Kerri Chase
Finance Manager
Early Learning Coalition of Sarasota County
1750 17th Street, Unit L
Sarasota, FL 34234
941-954-4830 Ext 120
kchase@elcsarasota.org

In addition, send one complete electronic version to mail@elcsarasota.org

Proposals are due to the Early Learning office by 5:00 P.M. on or before June 16, 2023. Late proposals will not be considered.

C. Proposal Content

Offerors are asked to submit the following:

1. Cover page/transmittal letter signed by the individual responsible for the contract.
2. Proposal summary (1 page) that provides an overview of the firm and description of work.
3. Description of work (no more than 2 pages) to include the following:
 - Provide a description of the firm's ability to meet the scope of work requirements
 - Demonstrate an understanding of the deliverables and how the firm can meet all deliverables
 - Timeline of tasks and deliverables, including ability to meet the proposed contract date
4. Firm qualifications (1 page)
 - Brief history of the firm
 - Qualifications of staff who would be assigned to this project
 - Compliance with appropriate background screenings and E-Verify requirements
 - Description of recent projects with relevant scope of work
5. Proposed costs (1 page) to include:
 - Personnel costs (hourly rate and hour estimate per task)
 - Additional costs and expenses, listed separately
 - Budget narrative explaining costs
6. Attachments
Please attach three references, resumes of project personnel, and other materials that you feel will be helpful in evaluating your proposal.
7. Certifications
 - A letter of certification on the Offeror's letterhead must be signed by an authorized representative of the Offeror. This letter should state that the Offeror can provide the service the ELC requires, that specific attachments have been included, that any required additional documentation will be forwarded within three (3) days if selected, and that it is understood that

all information included in the proposal shall become public record. (Sample provided in Section 5)

- The Certification Affidavit attests that the Offeror has made all necessary disclosures and will provide copies of policies within three (3) days of being selected. This form must be signed and notarized and returned with the proposal. (Sample provided in Section 6)

8. Page Limit

Maximum number of pages for proposal not including cover letter and attachments is 5 pages.

D. Non-Responsive Proposals

Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:

- The proposal is not received in a timely manner in accordance with the terms of this RFP.
- The proposal does not follow the specified format.

IV. PROPOSAL EVALUATION

A. Evaluation Criteria

Proposals will be evaluated on the following criteria. In compliance with 2 CFR Part 200.319 – Competition, no geographic preferences will be given in the evaluation of this proposal, since the section states, “The Non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.”

- Experience of the firm
- Qualifications of project personnel
- Understanding of non-profit accounting work with multiple cost centers
- Experience with state contracts
- Previous work with Early Learning Coalitions
- Proposed Cost

B. Evaluation Process

The Evaluation Committee, consisting of the CEO, Finance Committee Members, and selected ELC staff, will evaluate each responsive Proposal in accordance with criteria listed above. Total points will be calculated from each Evaluation Committee member, providing a total point value for each responding Offeror.

C. Review Process

In compliance with Uniform Guidance 2 CFR Part 200.319 – Competition, the ELC has conducted this procurement manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.

At the discretion of the Evaluation Committee, Offerors submitting proposals may be requested to make presentations to clarify or negotiate modifications to the Offerors’ proposals as part of the evaluation process. Presentations may be delivered in person or via teleconference. Selected Offerors will be notified in advance. Not all Offerors submitting a proposal will be asked to participate in presentations.

The Offeror, meeting all the outlined criteria, that also accumulates the highest total point value will be selected to negotiate contract first. If terms and conditions cannot be successfully negotiated within a

timeframe set by Evaluation Committee, then the next highest scored proposal will be contacted for negotiations until agreement is reached.

The ELC reserves the right to reject any or all proposals submitted.

However, the ELC reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, that the Offeror can propose.

Upon completion of the negotiations, the Evaluation Committee will make a recommendation of selected Offeror to the full Board of Directors. The ELC Board of Directors shall make final decision.

D. Notification of Award

It is expected that a decision about selection of the successful Offeror will be made within one week of the closing date for the receipt of proposals.

Upon conclusion of final negotiations with the successful Offeror , all Offerors submitting proposals in response to this RFP will be informed, in writing, of the name of the successful Account System Company. The Notice of Intent to Award will be posted at the ELC's website: www.earlylearningcoalitionsarasota.org

E. Agreement

A contract will be negotiated after the award for any work to be performed as a result of this RFP. The RFP, the written proposal of the Offeror in response to the RFP, and the resulting Contract will constitute the complete agreement between the Offeror and the ELC.

F. Contract Period and Renewal

The ELC will be entering into a contract with successful Offeror for a term of one year, beginning on July 3, 2023 with options to renew annually for up to four additional one (1) year periods. Each year, a professional renewal contract will be executed by the ELC. The contract and renewals between the parties shall be within the sole discretion of the ELC and subject to:

1. Satisfactory performance as determined by the ELC;
2. Availability of funds as determined by the ELC.

G. Cancellation of Contract/Termination

In the event, any of the provisions of this proposal are violated by the Offeror, the Chief Executive Officer, or a designee will give written notice to the Offeror stating the deficiencies. The Offeror will have 10 days to correct the deficiencies. If the Offeror does not make the corrections within 10 days, then recommendation will be made to the ELC Board for immediate cancellation of the contract. If the contract is cancelled, the ELC may pursue any and all legal remedies as provided herein and by law.

The ELC reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving 30 days prior written notice to the other party. If the contract should be terminated without cause the ELC will be relieved of all obligations under said contract. The ELC would only be required to pay the Offeror remuneration for contract services performed as of the date of termination.

The Offeror will have the option to terminate the contract without cause upon written notice to the Chief Executive Officer. The written notice must be received at least 30 days prior to the effective date of the termination. Cancellation of the contract by the Offeror may result in removal of that Company from the respondents list for a period of 3 years.

H. Default

In the event that the awarded Offeror should breach this contract, the ELC reserves the right to seek remedies in law and or in equity. Default would result in removal of the Company from the Offerors list for a period of 3 years.

I. Decision Date and Notification Details

The successful applicant will be chosen by June 26, 2023 and notified via phone and e-mail; all other applicants will receive written notification.

Upon receipt of all proposals, the Coalition will review and make a decision based on the applicants' ability to fulfill the service requirements as outlined in Attachment A, their experience, the evaluation criteria outlined in item IV. above, any value added enhancements above and beyond specifications in Attachment A, and the quality of any previous services provided.

J. Questions Regarding Content of RFP

Prospective vendors may contact the Coalition with questions regarding any part of the RFP via email at kchase@elcsarasota.org up to 5:00 P.M. EST on June 9, 2023. The Coalition will answer vendor questions as expeditiously as possible upon receipt of an email and will copy all other interested vendors on both the question and response. All responses will be provided no later than 5:00 P.M. EST on June 14, 2023, as proposals are due by 5:00 P.M. EST on June 16, 2023.

K. Anticipated Schedule of Events and Deadlines

All times are Eastern Standard Time.

Date RFP First Available/Advertised	May 23, 2023	12:00 P.M.
Deadline for receipt of email inquiries	June 9, 2023	5:00 P.M.
Deadline for answers to all email inquiries	June 12, 2023	5:00 P.M.
Deadline for written request for withdrawal	June 16, 2023	5:00 P.M.
Deadline for Receipt of proposals	June 16, 2023	5:00 P.M.
Evaluation Review	June 19-21, 2023	N/A
Special Board/Finance Committee Meeting	TBD	TBD
Notification of Intent to Award Contract	June 23, 2023	5:00 P.M.

All dates set forth above are subject to change by the ELC.

V. SAMPLE OF LETTER OF CERTIFICATION

Example of Letter of Certification stated below:

Attn: Janet Kahn, Chief Executive Officer
Early Learning Coalition of Sarasota County
1750 17th St., Bldg. L
Sarasota, FL 34234

Dear Ms. Kahn:

We have read the ELC's Request for Proposal No. RFP 2023-01 and fully understand its intent. We certify that the following:

1. The individual signing certifies that the Offeror has adequate personnel, equipment, technology and facilities to fulfill the requirements and due dates of the engagement.
2. The individual signing certifies that the Offeror understands that ability to meet the criteria and provide the required services will be judged by the ELC staff members, members by Executive Committee and/or by the Board of Directors.
3. The individual signing certifies that the Offeror understands that final approval for contract award will come from the ELC.
4. The individual signing certifies that he/she is authorized to contract on behalf of the Offeror.
5. The individual signing certifies that the Offeror is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Offeror.
6. The individual signing certifies that the prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for purpose of restricting competition.
7. The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the Offeror prior to an award to any other Offeror or potential Offeror.
8. The individual signing certifies that there has been no attempt by the Offeror to discourage any potential Offeror from submitting a proposal.
9. The individual signing certifies that the Offeror have not been divulged, discussed, or compared this proposal with any other Offeror and have not colluded with any other Offeror in the preparation of this proposal to gain an unfair advantage in the award of this proposal.
10. The individual signing certifies that he/she has read and understands all the information in this Request for Proposal, including the information on the data/equipment/programs to be monitored.
11. The individual signing certifies that the Offeror, and any individuals to be assigned to the part of the implementation team, does not have a record of substandard work and has not been debarred or suspended from doing work with any federal, state, or local government.
12. We have attached the following for your review:
 - A signed and Notarized copy of the Certification Affidavit
 - A completed IRS form W-9

It is understood that all information included in, attached to, or required by this RFP shall become public record upon delivery to the ELC as defined in the Public Records Act, chapter 119, Florida Statutes.

Dated this _____ day of _____, 2023.

Offeror's Firm Name

Signature of Offeror's Representative

Printed Name and Title of Individual Signing

Email Address

Telephone Number

VI. SAMPLE OF CERTIFICATION AFFIDAVIT

DIRECTIONS: BY ATTESTING TO THIS FORM, THE OFFEROR AGREES TO COMPLY WITH ALL SECTIONS ON THE SWORN AFFIDAVIT. THIS FROM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. APPLICATION ACCURACY

I do hereby certify that all facts, figures, and representations made in the proposal are true and correct. The filing of this proposal has been authorized by the contracting entity and I have been duly authorized to act as the representative of the organization in connection with this proposal. I also agree to follow all terms, conditions, and applicable federal law and state statutes.

2. PROHIBITION ON LOBBYING

Applicants are hereby advised and agree to comply with the ELC's adopted prohibition on lobbying:

- No funds granted by the ELC shall be used by a provider agency to hire a lobbyist or to supplant any funds which would allow for the funding of a lobbyist.
- Any respondent or lobbyist, paid or unpaid, for a respondent is prohibited from having any private communication concerning any procurement process or any response to a procurement process with any ELC Board Member or the ELC's Executive Director after the issuance of this RFP and until the completion of the contract award. A proposal from any Offeror will be disqualified when the Offeror or a paid or unpaid lobbyist for the Offeror violates this condition of the procurement process.

3. CONFLICT OF INTEREST

Applicants are hereby advised, and agree to comply with the ELC's adopted conflict of interest regulations:

- All Offerors must disclose the name of any officer, director, or agent who is also an ELC employee.
- All Offerors must disclose the name of any ELC employee who owns, directly or indirectly, any interest in the respondent's business or any of its branches.
- All Offerors must disclose any business relationships with any officer, director, subcontractor, contractor or employee of the ELC.

The disclosures described above must be submitted as a cover letter, included with the RFP proposal, addressed to the ELC Board Chair, and must be submitted no later than the proposal deadline.

4. AGENCY CERTIFICATION

I, the undersigned applicant, hereby attest that the following policies, procedures, regulations, and documentation are in effect and agree to provide copies of the following within three working days of notification by the ELC of intent to award the contract:

- Affirmative Action Policy
- Certified Minority Business Enterprise (if applicable)
- Small Disadvantaged Business Enterprise Policy (if applicable)
- Americans with Disabilities Policy
- Drug Free Workplace Policy

5. PUBLIC ENTITY CRIME AFFIDAVIT

I understand that a “public entity crime” as defined in Paragraph 287.1 33(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any entity, agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that “convicted” or “conviction” as defined in Paragraph 287.1 33(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment after July 1989, or as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Section 287.133, Florida Statutes means:

- A predecessor or successor of a person convicted of a public entity crime; or
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate.
- The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a “person” as defined in Section 287.133, Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services led by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (please indicate which additional statement, below, applies).
- There were proceedings concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list.

VII. SAMPLE STANDARD CONTRACT TERMS/CONDITIONS
EARLY LEARNING COALITION OF SARASOTA COUNTY
STANDARD CONTRACT

This **STANDARD CONTRACT** is entered into between **Early Learning Coalition of Sarasota County**, hereinafter referred to as **ELC**, and _____ hereinafter referred to as **CONTRACTOR**.

The provisions of this **STANDARD CONTRACT** and **ADDENDUM** prevail over any conflicting provisions contained in **ATTACHMENT(S)**.

The Parties Agree:

I. CONTRACTOR Agrees:

A. To provide services in accordance with the conditions specified in **STANDARD CONTRACT** and **ATTACHMENT # 1**, _____ Contract.

B. To requirements of section 287.058, Florida Statutes (F.S.)

1. To provide units of deliverables, including reports, findings, and drafts as specified in **ATTACHMENT(S)**, to be received and accepted by ELC Finance Manager prior to payment.

2. To comply with the criteria and final date by which criteria must be met for completion of this contract as specified in Section III, Paragraph A of this contract.

3. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.

~~4. Where applicable, to submit bills for any travel expenses in accordance with Section 112.061, F.S. ELC may, if specified, establish rates lower than the maximum provided for in section 112.061, F.S. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S., made or received by CONTRACTOR in conjunction with this contract. It is expressly understood that CONTRACTOR refusal to comply with this provision shall constitute an immediate breach of this contract.~~

C. To the following Governing Law

1. State of Florida Law

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

2. Federal Law

a. If this contract contains federal funds, CONTRACTOR shall comply with provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified.

b. **Clean Air Act:** If this contract contains federal funds and is over \$100,000 CONTRACTOR shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), section 508 of the Clean Air Act, as amended (33

U.S.C.1368 et seq.), Executive order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). CONTRACTOR shall report any violations to ELC.

c. **Certification Regarding Lobbying:** If this contract contains federal funding in excess of \$100,000, CONTRACTOR must, prior to contract execution, complete the Certification Regarding Lobbying form. If a disclosure of Lobbying Activities form, Standard form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to ELC Purchasing/Contracts Specialist.

d. **Immigration and Naturalization Act:** To not employ unauthorized aliens. ELC shall consider employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act. Such violation shall be cause for the unilateral cancellation of this contract by ELC

e. **Pro-Children Act of 1994:** To comply (CONTRACTOR and any subcontractors) with the Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services, including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

f. **Health Insurance Portability Accountability Act (HIPAA):** To comply, where applicable, with the Health Insurance Portability Accountability Act (HIPAA), as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, 164).

g. **Contract Work Hours and Safety Standards Act:** To comply with Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). All contracts awarded by recipients in excess of \$100,000 for construction contracts and for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with section 102 and 107 of this act.

h. **Equal Employment Opportunity:** To comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and is supplemented in Department of Labor regulation 29 CFR parts 33 and 37 as well as 41 CFR, Part 60 and 45 CFR, part 80 if applicable. The Equal Employment Opportunity clauses in Section 202 of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, 29 CFR Part 471, Appendix A to Subpart A (EO13496), and the implementing rules and regulations of the Office of Federal Contract Compliance programs (41 CFR, Chapter 60) are incorporated herein.

i. **Rights to Inventions Made Under a Contract or Agreement:** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

j. **Debarment and Suspension (E.O.'s 12549 and 12689):** No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

k. **Trafficking Victims Protection Act of 2000, 22 U.S.C 7104(g):** In accordance with the Terms and Conditions of the United States Health and Human Services Administration for Children and Families Child Care and Development Fund, ELC shall comply with section 106(g) of the Trafficking Victims

Protection Act of 2000. In ELC's contract (i.e. grant or cooperative agreement) under which funding is provided to a private entity, section 106(g) of the Trafficking Victims Protection Act of 2000, as amended, requires ELC to include a condition that authorizes ELC to terminate the contract, without penalty, if CONTRACTOR (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the contract or subcontract(s) under the Contract.

l. **Immigration Reform and Control Act.** CONTRACTOR shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

m. **Title VI of the Civil Rights Act of 1964 as amended**, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.

n. **Title IX of the Education Amendments of 1972 as amended**, 20 U.S.C. 1681 et. Seq., which prohibits discrimination on the basis of sex in educational programs.

o. **The Age Discrimination Act of 1975 as amended**, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.

p. **Section 504 of the Rehabilitation Act of 1973 as amended**, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.

q. **Title III of the Americans with Disabilities Act of 1990**, 42 U.S.C. 12181 et seq., which prohibits discrimination on the basis of disability by public accommodations and requires places of public accommodation and commercial facilities to be designed, constructed, and altered in compliance with the accessibility standards established by this part.

r. **Equal Treatment for Faith-Based Organizations.** Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

s. **Public Announcements and Advertising:** 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, CONTRACTOR 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.

t. **Energy Efficiency:** CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

u. **Office of Management and Budget (OMB) Circulars:** CONTRACTOR shall comply with all applicable OMB circulars. Nonprofit sub recipients are subject to the cost principles at OMB Circular A-122; educational institution sub recipients are subject to those at OMB Circular A-21; and commercial organization vendors or subcontractors are subject to the cost principles under 48 CFR Part 31. Subrecipients and sub-grantees are also subject to the provisions of OMB Circular A133.

v. **Codes of Conduct.** CONTRACTOR shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee,

officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub agreements. However, CONTRACTOR may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the contractor.

w. **Criminal Background Check.** CONTRACTOR shall comply with mandatory standards and policies for Level II criminal background screenings as required by applicable regulations and attest to ELC its compliance.

D. To Prepare for and Maintain Audits, Records, and Records Retention

1. To establish and maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting principals and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by **ELC** under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract

3. That upon completion or termination of the contract and at the request of ELCEC, CONTRACTOR will cooperate with ELC to facilitate the duplication and transfer of any said reports or documents during the required retention period as specified in Section I, paragraph D, 2, above.

4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, State or other personnel duly authorized by ELC.

5. That persons duly authorized by ELC and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of CONTRACTOR's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained,

~~6. To provide a financial and compliance audit to ELC as specified, and to ensure that all related party transactions are disclosed to the auditor.~~

~~7. To include these aforementioned audit and record keeping requirements in all approved contracts and assignments.~~

E. Monitoring by ELC

To permit persons duly authorized by ELC to inspect any records, papers, documents, facilities, goods and services of CONTRACTOR, which are relevant to this contract, to assure ELC of satisfactory performance of the terms and conditions of this contract. Following such evaluation ELC will deliver to CONTRACTOR a written report of its findings and will include written recommendations with regard to CONTRACTOR's performance of the terms and conditions of this contract. CONTRACTOR will correct all noted deficiencies identified by ELC within the specified period of time set forth in the recommendations. CONTRACTOR's failure to correct noted deficiencies may, at the sole and exclusive discretion of ELC, result in any one or any combination of the following: (1) CONTRACTOR being deemed in breach of this contract; (2) the withholding of payments to CONTRACTOR by ELC; and (3) the termination of this contract, for cause.

F. Indemnification

NOTE: Paragraphs I.F.1 and I.F.2 are not applicable to contracts executed between state agencies or subdivisions, as defined in Section 768.28, F.S.

1. CONTRACTOR shall be liable for and shall indemnify, defend, and hold harmless ELC and all of its officers, agents, and employees from all claims, suits, judgments, or damages consequential or otherwise and including attorneys' fees and costs, to the extent caused by any act, actions, neglect, or omissions by CONTRACTOR, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

2. CONTRACTOR's inability to evaluate liability or its evaluation of liability shall not excuse CONTRACTOR's duty to defend and indemnify within seven (7) days after such notice by ELC is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding CONTRACTOR not liable shall excuse performance of this provision. CONTRACTOR shall pay all costs and fees related to this obligation and its enforcement by ELC. ELCEC's failure to notify CONTRACTOR of a claim shall not release CONTRACTOR of the above duty to defend.

G. Insurance

1. To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. To provide proof of current Workers' Compensation insurance as required by law on all parties working for CONTRACTOR, whether as employees, leased employees, temporary laborers, or sub-contractors on job site. List of employees, leased employees, temporary laborers, or sub-contractors on site, insured with workers compensation must be updated as necessary.

2. Upon execution of this contract, unless it is a state agency or subdivision as defined by section 768.28, F.S., CONTRACTOR accepts full responsibility of identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protection for CONTRACTOR and the clients to be served under this contract.

3. Insurance coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. ELC reserves the right to require additional insurance, where appropriate.

4. Insurance coverage and workers compensation coverage that is acceptable to ELC shall be maintained by CONTRACTOR. Workers Compensation must be no less than the Florida Statutory limits of 500,000/100,000/500,000 per incident. Proof of such insurance shall be provided to ELC, prior to commencement of the work, by CONTRACTOR's insurers or insurance agents on an ACORD certificate listing ELC as an additional insured.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law, or regulations except under written consent of recipient, or his responsible parent or guardian when authorized by law.

I. Assignments and Subcontractors

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of ELC, which shall not be unreasonably withheld. Any sub-license, assignment or transfer otherwise occurring shall be null and void.

2. CONTRACTOR shall be responsible for all work performed and all expenses incurred with this contract. If ELC permits CONTRACTOR to subcontract all or part of the work completed under this contract, including entering into contracts with vendors for services and commodities, it is understood by CONTRACTOR that ELC shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and CONTRACTOR shall be solely liable of the subcontractor for all

expenses and liabilities incurred under this contract. CONTRACTOR, at its expense will defend ELC against such claims.

3. ELC shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another agency incorporated in the State of Florida, upon giving writer notice to CONTRACTOR. In the event ELC approves transfer of CONTRACTOR's obligations, ELC is no longer responsible for the services performed in connection with this contract. In addition, this contract shall bind the successors, assignors, and legal representatives of CONTRACTOR and of any legal entity that succeeds to the obligations of ELCEC.

4. CONTRACTOR shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant and a copy must be forwarded to CONTRACTOR's contract manager. ELC's contract manager will assist in furnishing names of qualified minorities. ELC's contract manager will assist with questions and answers.

5. Unless otherwise stated in the contract between CONTRACTOR and the subcontractor, payments made by CONTRACTOR to the subcontractor must be within seven (7) working days after receipt of full or partial payment from ELC in accordance with Section 287.0585, F.S. Failure to pay within seven (7) working days will result in a liquidated damages charge charged against CONTRACTOR and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed (15) percent of the outstanding balance due. Such liquidated damages charge is a reasonable estimate of the actual damages incurred as a result of failure to pay on time.

J. Return of Funds

To return to ELC any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that was disbursed to CONTRACTOR by ELC. In the event that CONTRACTOR or its independent auditor discovers that overpayment has been made, CONTRACTOR shall repay said overpayment within forty (40) calendar days without prior notification from ELC. In the event that ELC first discovers an overpayment has been made, ELC will notify CONTRACTOR by letter of such a finding. If repayment not be made in a timely manner, ELC may charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery.

K. Incident Reporting

In compliance with ss. 39.201 and 415.1034, F.S., any employee of the ELC or its subcontractors shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE) if the employee knows or has reasonable cause to suspect any of the following circumstances.

- That a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare or that a child is in need of supervision and care has not parent, legal custodian, or responsible adult relative immediately known and available to provide supervision and care; or
- That a child is abused by an adult other than a parent, legal custodian, caregiver, or other person responsible for the child's welfare; or
- That a child is the victim of childhood sexual abuse or the victim of a known or suspected juvenile sexual offender.

L. Transportation Disadvantaged

~~If clients are to be transported under this contract, CONTRACTOR will comply with the provisions of Chapter 427, F.S. and Rule Chapter 41-2, FAC.~~

M. Purchasing

~~Procurement of Materials with Recycled Content: It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of Sections 403.7065, and 287.045, F.S. (Also see Section 1, C. 2. g.)~~

~~Purchase of American-Made Equipment and Products: CONTRACTOR assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act will be American-made.~~

N. Independent Capacity of CONTRACTOR

1. In the performance of this contract, it is agreed between the parties that CONTRACTOR is an independent contractor and that CONTRACTOR is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of ELC.
2. CONTRACTOR, its officers, agents, employees, subcontractors, or assignees, in performance of this contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of ELC. Nor shall CONTRACTOR represent to others that it has other compensation of ELC employment as a result of performing the duties and obligations of this contract.
3. Neither CONTRACTOR, its officers, agents, employees, subcontractors, nor assignees are entitled to ELC retirement or leave benefits, or to any other benefits of ELC employment as a result of performing the duties and obligations of this contract.
4. CONTRACTOR agrees to take such actions as may be necessary to require that each subcontractor of CONTRACTOR will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture or partner of ELC.
5. Unless justified by CONTRACTOR and agreed to by ELC, ELC will not furnish services of support (e.g. office space, office supplies, telephone service, secretarial, or clerical support) to CONTRACTOR, to its subcontractor or assignee.
6. All deductions for social security, withholding taxes, contributions to unemployment compensation funds, and all necessary insurance for CONTRACTOR, CONTRACTOR's officers, employees, agents, subcontractors, or assignees shall be the responsibility of CONTRACTOR.

O. Sponsorship

~~As required by Section 286.25, FS, if CONTRACTOR is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by CONTRACTOR and the State of Florida, (include state agency/department name, if applicable)*. If the sponsorship reference is in written material, the words *State of Florida, (include state agency/department name, if applicable)* shall appear in the same size letters or type as the name of the organization.~~

P. Final Invoice

To submit the final invoice for payment to ELC Accounts Payable Department no more than thirty (30) days after the contract ends or is terminated. If CONTRACTOR fails to do so, all rights to payment are forfeited and ELC will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of the contract may be withheld until all reports due from CONTRACTOR and necessary adjustments thereto have been approved by ELC.

Q. Use of Funds for Lobbying prohibited

To comply with the provisions of Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, Judicial branch, or a state agency.

R. Public Entity Crime and Discriminatory Vendor

1. Pursuant to Section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with **ELC**: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two (\$35,000) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

2. Pursuant to Section 287.134, F.S., the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the agency. When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two (\$35,000) for a period of 36 months from the date of being placed on the discriminatory vendor list.

3. Although **ELC** is not considered a public entity for the purpose of this contract, state funds may be used by **ELC** to fund this contract, therefore all provisions associated with section R of this contract are applicable.

S. Patents, Copyrights, and Royalties

~~1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in any way connected herewith, CONTRACTOR shall refer the discovery or invention to ELC to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida or other applicable entity. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida or other applicable entity, including ELC.~~

~~2. In the event that books, manuals, films, or other copyrightable materials are produced, CONTRACTOR shall notify ELC to be referred to the Department of State, if applicable. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida or other applicable entity, including ELC.~~

~~3. CONTRACTOR, without exception, shall indemnify and save harmless ELC and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by CONTRACTOR. CONTRACTOR has no liability when such claim is solely and exclusively due to the Department of State or ELC's alternation of the article. ELC and/or State of Florida, if applicable, will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, CONTRACTOR may, at its option and expense, procure for ELC and/or Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If CONTRACTOR uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood without exception that the bid price shall include all royalties or cost arising from the use of such design, device, or materials in anyway involved in this work.~~

T. Purchase, Construction or Renovation of Facilities Using State or Federal Funds

1. ~~Any State, Federal or ELC funds provided for the purchase of or improvements to real property are contingent upon CONTRACTOR granting to the state, federal government and/or ELC a security interest at least to the amount of the state, federal or ELC funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state, federal or ELC funding for this purpose, CONTRACTOR agrees that, if it disposes of the property before ELC's interest is vacated, CONTRACTOR will refund the proportionate share of ELC's, state and/or federal government's initial investment as adjusted by depreciation.~~

2. **Davis Bacon Act:** Any and all construction or renovation using ELC's state or federal funds will be done in compliance with the Davis-Bacon Act, thus assuring all workers are paid according to the current prevailing wage for the county in which the work is being done. Documentation and certifications for wages must be provided with each draw request. ELC will have the right to conduct periodic audits on said payrolls. This contract is subject to the Davis Bacon Act.

CONTRACTOR and subcontractors of CONTRACTOR are required to pay covered workers weekly and submit weekly certified payroll records to ELC. CONTRACTOR is also required to post the applicable Davis-Bacon wage determination with the Davis-Bacon poster (WH-1321) on the job site in a prominent and accessible place where they can be easily seen by the workers.

3. **Copeland "Anti-Kickback" Act** (18 U.S.C. 874 and 40 U.S.C. 276c): All contracts and sub grants in excess of \$2000 for construction or repair awarded by recipients and sub recipients shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4. Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

Contracts for construction or facility improvements must require the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the contract or subcontract exceeds \$100,000. Refer to the HHS rule requirements if the contract or subcontract exceeds \$100,000.

5. **Information Security:** CONTRACTOR shall maintain confidentiality of all data, files, and records, including client records relating to the services provided, pursuant to this agreement and shall comply with the state and federal laws, including, but not limited to Sections 384.29, 381.004, 392.65, and 456.057 F.S. Procedures must be implemented by CONTRACTOR to ensure the protection and confidentiality of all confidential matters. CONTRACTOR must also comply with any applicable standards of practice with respect to client confidentiality.

II. ELC Agrees:

A. Contract Amount: - (Enter Amount)

(Enter contract terms here.)

B. ELC's performance and obligation to pay under this contract are contingent upon award of funding from local, state and/or federal entities. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

C. Contract Payment: That ELC has thirty (30) working days from invoice day to inspect and approve goods and services, unless the bid specification, Purchase Order, or this contract specifies otherwise.

Invoices returned to CONTRACTOR due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to ELC.

III. **CONTRACTOR and ELC Mutually Agree:**

D. Effective Date: _____

E. CONTRACTOR must provide ELC with a time line that clearly defines the start and completion dates no later than five (5) days upon execution of this contract.

F. Termination

1. Termination at Will

This contract may be terminated by either party, without cause, upon no less than thirty (30) calendar days' notice, in writing to the other party, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this project become unavailable, ELC may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to CONTRACTOR. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. ELC shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, CONTRACTOR will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

In the event, any of the provisions of this contract are violated by the CONTRACTOR, the Chief Executive Officer, or a designee will give written notice to the CONTRACTOR stating the deficiencies. The CONTRACTOR will have 10 days to correct the deficiencies. If the CONTRACTOR does not make the corrections within 10 days, then recommendation will be made to the ELC Board for immediate cancellation of the contract. If the contract is cancelled, the ELC may pursue any and all legal remedies as provided herein and by law.

Notwithstanding, this contract may be terminated for either parties' non-performance upon no less than *twenty-four (24) hours*' notice in writing to the other party. If applicable, ELC may employ the default provisions in Chapter 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit either parties' right to remedies at law or in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with ELC in a manner satisfactory to ELC will be sufficient cause for termination. To be terminated as a provider under this provision, CONTRACTOR must have: (1) previously failed to satisfactorily perform in a contract with ELC, been notified by ELC of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of ELC; or (2) had a contract terminated by ELC for cause.

G. Renegotiation or Modification

Modifications of provisions of this contract shall be valid when they have been produced in writing and duly signed by both parties.

H. Venue for Disputes

Venue for the interpretation and enforcement of this agreement and for the resolution of any disputes shall lie only in Sarasota County, Florida.

I. Governing Law

This agreement shall be governed by and construed in accordance with the laws of Florida.

J. Mediation

All controversies, claims, and other matters in question between the parties arising out of or relating to this contract or its breach shall be settled as follows:

1. The parties will have thirty (30) days from the date a dispute arises between them to attempt to resolve this matter through mediation. The parties agree to cooperate in implementing this procedure. However, either party may withdraw at any time from mediation upon written notice to the other party and pursue other legal remedies.
2. Mediation: "Mediation" is a process in which the parties attempt to resolve a dispute by submitting their dispute to an impartial mediator who facilitates the resolution by mediation of the dispute, but who is not empowered to impose settlement on the parties. The mediation will be conducted in accordance with mediation provisions of Chapter 44, Florida Statutes.
3. The mediator will be a mediator certified by the State of Florida Supreme Court in compliance with Chapter 44, Florida Statutes. The parties will equally divide the mediation fee, if any.

K. Corrective Action and Financial Penalties and Consequences

In accordance with the Provisions of Section 65-29.001, F.A.C., and Florida Statute 287.058 financial penalties and consequences may be required for noncompliance, nonperformance, or unacceptable performance under this contract. ELC may periodically review the progress made on the scope of services listed in this contract. Penalties may be imposed for failures to implement or to make acceptable progress on performance under this contract.

1. The increments of penalty imposition that shall apply, unless ELC determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for a penalty.
2. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the contracted services performed under the contract terms.
3. CONTRACTOR shall not reduce the amount or quality of services being delivered to ELC as a result of the imposition of a financial penalty pursuant to this contract.
4. The deadline for payment shall be as stated in the order imposing the financial penalty and in the event of non-payment ELC may deduct the amount of the penalty from any invoice(s) submitted by CONTRACTOR.

L. Official Payee and Representatives (Name, Addresses and Telephone Numbers)

1. The name (**CONTRACTOR'S** name as shown on page 1 of this contract) and the mailing address of the official payee to whom the payment and/or invoices shall be made is:

Contractor Address
Information Here

2. The name, address, and telephone number of ELC's contract management representative responsible for administration of the services under this contract is:

Kerri Chase
Finance Manager
Early Learning Coalition of Sarasota County
1750 17th Street, Unit L
Sarasota, FL 34234
941-954-4830 Ext 120
kchase@elcsarasota.org

3. The name and address where ELC's payment/invoice(s) must be submitted is:

Finance Department
Early Learning Coalition of Sarasota County
INVOICES@ELCSARASOTA.ORG

4. Upon change of representatives (name, address, and telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals on this contract.

Notices required to be given to CONTRACTOR shall be given to:

_____ Contractor Address &
Phone Information Here

Notices required to be given to ELC shall be given to:

Kerri Chase
Finance Manager
Early Learning Coalition of Sarasota County
1750 17th Street, Unit L
Sarasota, FL 34234
941-954-4830 Ext 120
kchase@elcsarasota.org

M. All Terms and Conditions Included

This contract and its attachments as referenced, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect, and such term or provision shall be stricken.

I have read the above contract and understand each section and paragraph.

In Witness Whereof, ELC has caused this (XX) page Standard Contract, Addendum and Attachment(s) to be executed by its duly authorized official.

Early Learning Coalition of Sarasota County

Signed by: _____ Date: _____
Janet Kahn, Chief Executive Director

In Witness Whereof, _____ (CONTRACTOR) has caused this (XX) page Standard Contract, Attachment(s) to be executed by its duly authorized official.

Signed by: _____ Date: _____

Print Name: _____

Print Title: _____