



Request for Quote #2024-192
Class Assessment
Released: Friday, January 19th, 2024

1. General Information

The Early Learning Coalition of Miami-Dade/Monroe (“the Coalition”), a Florida not-for-profit corporation, is soliciting quotes for **Strategic Planning Consultant**.

In order to select a vendor, the Coalition will request a quote for services based on the specifications listed in Attachment A. All quotes received will be evaluated based on experience and qualifications.

The selected vendor will be required to enter into an agreement with the Coalition to guarantee the specifications listed, as well as to ensure adherence to all applicable state and/or federal laws.

2. Inquiries

All questions regarding this RFQ must be forwarded in writing by email to the RFQ email listed below on or before **Wednesday, January 23rd, 2024**, by close of business day (5:00PM EST.).

3. Scope of Work

The proposer shall, in a proper and satisfactory manner, provide all the goods and services set forth in **(ATTACHMENT A)**.

4. Proposal Submission Instructions

It is the Proposer’s responsibility to understand the Coalition’s requirements and to submit its proposal in a timely, complete, and procedurally correct manner.

Please see attached Terms and Conditions **(ATTACHMENT B)** for review, if the undersigned shall be awarded this contract, the undersigned must execute the terms and conditions attached to this RFQ.

The Coalition shall conduct a comprehensive review of the responses to the solicitation by convening a proposal evaluation committee based on the evaluation criteria (**EXHIBIT 1**).

Selected vendor(s) will be awarded through written notice to qualified and responsive Proposer(s) who (se) proposal is determined to be most advantageous to the Coalition, taking into consideration price, quality, and other criteria.

The initial term of the contract shall be for a period of twelve (12) months (unless otherwise specified, and may be renewed for a period not to exceed the greater of three (3) years or the term of the original contract, subject to Proposer's successful performance under the Contract and the availability of funding.

After the vendor(s) is selected and awarded, we will request two (2) fully executed copies of the Purchase Order Terms and Conditions by mail or email to the Early Learning Coalition of Miami-Dade/Monroe.

Please submit your quote by email to: rfq@elcmdm.org no later than **Thursday, January 25th, 2024**, by close of business day (5:00PM EST.).

Scope of Work

Observation-Based Program Assessment

Children's early learning experiences are critical for their development (Shonkoff & Phillips, 2000), and decades of evidence suggests that high-quality early care and education (ECE) can positively affect both short- and long-term outcomes (Phillips et al., 2017; U.S. Department of Health and Human Services & Administration for Children and Families, 2010; Yoshikawa et al., 2013).

The State Legislature, in support of the science around program assessment, has enacted Rule 6M-4.740, and 6M-8.621 an act relating to early learning, which requires the implementation of observation-based program assessment prior to contracting with the Early Learning Coalition for School Readiness and/or Voluntary Prekindergarten services. The Division of Early Learning Department of Education has identified the Classroom Assessment Scoring System® (CLASS®) as the designated program assessment measure and has delegated completion of these assessments to coalitions across the state. The Early Learning Coalition of Miami-Dade/Monroe (the Coalition), has the largest School Readiness provider network in the state of Florida, with approximately 3,000 classrooms to assess. The Coalition is requesting services from individuals in the community who have the relevant knowledge and experience around CLASS® and CLASS® 2nd edition to support this initiative. Eligible vendors must be reliable in all three tools (e.g. CLASS Infant, CLASS Toddler and CLASS Preschool) and must maintain reliability while providing the above referenced services.

The Early Learning Coalition will fund a contractor(s) to implement CLASS® Assessments. The successful applicant(s) is responsible for providing the following contractor functions.

1. **Fiscal Management and Reporting:** includes submissions of all financial reports and documents required by The Early Learning Coalition of Miami-Dade Monroe, such as WELS and VINS, reporting invoices, staff changes, program-specific audits as well as management of any subcontractors, if applicable
2. **Coordination of data collection and reporting**
3. **Ongoing quality assurance**

Target Population. Observation-Based Program Assessment services are licensed early learning programs in Miami-Dade and Monroe Counties. Early Learning programs that are currently participating in the School Readiness and/or Voluntary Pre-Kindergarten programs have priority to receive assessment services, as they will require a CLASS composite score prior to receiving a contract for the upcoming program year. New licensed early learning programs or programs that have undergone a change in ownership will be considered for program assessment upon further review.

Program assessments will be delivered and implemented by certified and reliable CLASS observers, on site in infant, toddler and preschool classrooms.

Activity 1: Scheduling Assessments

- a. Individual/Entity shall schedule the following assessments in a manner determined by the Early Learning Coalition of Miami-Dade/Monroe on early learning programs participating in School Readiness and/or Voluntary Prekindergarten:
 - a. Two touch-point bilingual communication process of sending an initial email and contacting the early learning program using the ELC's template. Individual/Entity must communicate with childcare programs to identify two weeks assessment windows, black-out dates, classroom schedules, and verification of classroom and teacher information as well as children's age.

Activity 2: Classroom Assessment

- a. Individual/Entity shall conduct the following assessments in a manner determined by the Early Learning Coalition of Miami-Dade/Monroe on early learning programs participating in School Readiness and/or Voluntary Prekindergarten:
 - 1) in early Learning programs:
 - a. CLASS Assessment Infant
 - b. CLASS Assessment Toddler
 - c. CLASS Assessment Pre-K

Activity 3: Reliability, Recertification and Calibration

- a. This position requires annual maintenance of the CLASS observation certification for Infant, Toddler and Pre-K for the assessor listed on the Staffing Roster.
- b. This position requires that individual/entity establish, maintain, document and report assessor reliability to the standards set by the authors of the Classroom Assessment Scoring System.
- c. This position requires successful completion of the level 2 background screening standards as set forth in s. 435.04, F.S.
- d. Not allow any employee, consultant and/or entity to be reimbursed, paid or compensated by the Coalition (or using coalition funds) for any work performed for which that employee, consultant, and/or entity has or will receive any compensation from other sources.
- e. Conflict of interest must be reported to the Early Learning Coalition if any assessors have a conflict with assessing a specific early learning program.

Newly Hired Assessors. The contracted individual/entity must

1. Establish, achieve, and maintain assessor standards set by the CLASS®. This includes:

- a. Newly hired assessors must be trained and tested to achieve a minimum of 80% CLASS reliability approved by the authors with each tool (Infant, Toddler, and PreK) within 30 days of start date.

Activity 4: Data and Reporting

a. Individual/Entity shall enter CLASS observations data into WEL/VINS or approved state portal in a manner determined by the Early Learning Coalition of Miami-Dade/Monroe within 72 hours of having completed the classroom observation.

Data entry. The contracted individual/entity must

- a. Ensure each assessment report is assigned to a classroom listed in the electronic database. If classroom names/room IDs are not similar to the information provided the individual/entity must contact classinfo@elcmdm.org for guidance.
- b. Update and maintain data regularly.
- c. Capture data accurately on all School Readiness and Voluntary Prekindergarten Programs
- d. Enter scores, data and reports from all CLASS assessments conducted within established guidelines.
- e. All CLASS data, including but not limited to dimension averages and summary reports for each respective classroom observation, must be entered by the contractor into a state-wide Web Based Early Learning System (WELS) within 72 hours of the assessment being completed. Data must be verified for accuracy before submitting.
- f. Write CLASS summary assessment reports in accordance with program specific standards, free of grammatical errors.
 - i. The summary report must be objective and contain sufficient detail to reflect 1) the interactions observed and 2) the average scores across cycles for each dimension for the respective classroom.
 - ii. The summary report should fully support the score given, with the use of examples and quotations from the observation (in the original language used in the classrooms when possible).
 - iii. The summary report must meet all ELC guidance, if not it will be requested to be revised.

Reporting. The contracted individual/entity must:

- a. Provide biweekly reports on the services delivered (services could include successful completion of observations including date of observation and all other related items to scheduling an assessment).

Budget: Must not exceed \$31,500.00.

PO/Contractor Name: _____

Introduction

Composition of Agreement and Priority

The Early Learning Coalition of Miami-Dade/Monroe 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, 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 supersede the terms of any and all prior agreements with respect to this purchase. Certain Terms & Conditions are attached hereto as Exhibit "A," and 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 begins on the date of issuance. Services to be rendered by the Vendor shall be completed by the date specified on the Purchase Order End Date. The initial term of the contract shall be for a period of twelve (12) months (unless otherwise specified, and may be renewed for a period not to exceed the greater of three (3) years or the term of the original contract, subject to Proposer's successful performance under the Contract and the availability of funding.

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 Miami-Dade/Monroe
2555 Ponce De Leon Blvd. Ste. 210
Coral Gables, FL. 33134

Contractsrequest@elcmdm.org

Conduct of business – federal/state laws govern

The laws of the State of Florida shall govern the PO. 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 related to the PO. Further, the Contractor hereby waives any and all privileges and rights relating to the venue it may have under any other statute, rule or case law, including, but not limited to those based on convenience. The Contractor hereby submits to the venue in the county chosen by the ELC.

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

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

Confidentiality and safeguarding information

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

Conflict of interest/related party activities

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 Office of Early Learning and a valid vote of approval by two-thirds of the ELC's governing board (or the governing board of an ELC's subrecipient). Impacted employees/board members must disclose this conflict of interest in advance of the board's vote and impacted governing board members must abstain from the voting process.

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 has been convicted of a public entity crime as defined in Section 287.33, F.S. and has not been placed on the convicted or discriminatory vendor list at the federal or state levels.

Cooperation with Inspector General

Pursuant to s. 20.055(5), F.S., the Contractor and any subcontractor(s) used to provide the scoped goods/services understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the PO/contract. The Contractor shall retain such records for five (5) years after the expiration date of the PO/contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the ELC which result in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees.

Debarment and suspension

If this PO 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 certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor also agrees it shall not knowingly enter into any lower tier contract or other covered transaction with a person who is similarly debarred or suspended from participating in the PO's scoped transaction(s).

Filing and payment of taxes

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 period. 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 Contract 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.

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

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

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 (i) 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:

1. Entitle the ELC to immediately terminate the PO/contract for cause upon email notice to the Contractor's Contract Manager.
2. Result in immediate and irreparable harm to the ELC, entitling the ELC to immediate injunctive relief.
3. 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 shall be maintained and made available to the ELC upon request at all times during the period of the PO, 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 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 tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems obtaining timely payments from an entity may be contacted at 850-413-5516, or vendors may call the State Comptroller's Hotline at 1-800-848-3792.

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

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

Public records

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 Miami-Dade/Monroe
Communications Department
2555 Ponce De Leon Blvd. Ste. 210
Coral Gables, FL. 33134
305-646-7220
Publicrecords@elcmdm.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 305-646-7220 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, Division of Early Learning." If the sponsorship reference is in written material, the words "the Early Learning Coalition and State of Florida, Division of Early Learning" 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

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

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 shall not constitute waiver of such rights.

Whistleblower's Act

In accordance with [s. 112.3187](#), F.S., the Contractor and its subcontractors shall not retaliate against an employee for reporting violations of law, rule or regulation that creates and presents a substantial and specific danger to the public's health, safety, or welfare. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of any agency, public officer or employee. The Contractor and any subcontractor(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.

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

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

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

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

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

- USDOL determines and sets the prevailing wage rates.
- The Contractor shall report all suspected or reporting violations to USDOL.

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

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

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

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 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 term.

Independent Contractor

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the ELC. The ELC is not bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under 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 s. 286.021, F.S., if a discovery or invention arises or is developed in connection with the use of federal/state funds, the ELC will refer it to OEL and the Department of State to determine whether patent protection will be sought in the name of the state of Florida. Any and all patent rights accruing in connection with the performance of the PO/contract are hereby reserved to the state of Florida. The Contractor shall refer any such discovery to the ELC. In addition, the Contractor is subject to applicable federal regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements." See [Rights to Inventions](#) for complete details.

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 (<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=74-2>)(<https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-335>, the Division of Early Learning's Information Technology Security Manual https://www.elcmdm.org/Content/Uploads/elcmdm.org/files/vendors_21-22/ELCPoliciesAlignWith_OEL_2018-19%20IT%20Security%20Manual.pdf , [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 of the terms and conditions set forth above.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

Federal Employer ID:

EXHIBIT 1
RFQ # 2024-192
Class Assessment
RFQ EVALUATION CRITERIA

This form has been designed to guide the RFQ vendor selection committee on how to choose the most qualified vendor to fulfill the request. Please rate the vendor on a scale of 1-5; 1 being the least qualified and 5 being the best qualified.

	Insert Vendor 1	Insert Vendor 2	Insert Vendor 3
Was the proposal submitted by deadline?			
Was the proposal submitted in a presentable/professional manner (letterhead, contact info, etc.)?			
Was the proposal submitted clear and concise?			
Was the proposal responsive to the scope of work?			
Does the vendor have relative experience in the market?			
Is the estimate/cost the best value for the Coalition?			
Does the vendor have the capacity to fulfill the request?			
Total			

There is an allowable 35 pts max. per vendor, the vendor with the highest point value will be selected based on scoring

Selected Vendor: _____

Comments: _____

Evaluator Name: _____

Signature: _____

Date: _____