Early Learning Coalition of Palm Beach County (ELCPBC)

Purchase Order (PO) Terms and Conditions

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 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 ELCPBC is dedicated to supporting, tracking, and increasing its small minority business enterprise spending as its statewide mission. The Contractor shall report spending with these subcontractors with each invoice submitted for payment to the following address, with a copy to the ELCPBC Purchasing Manager.

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 ELCPBC.

If there is any conflict in the provisions set forth in applicable federal and state laws, the conflict will be resolved in the following priority (highest to lowest): 1. Federal law and regulations 2. Florida laws and rules 3. Special conditions/additional requirements 4. PO/Contract Scope of Work.

Confidentiality and safeguarding information – Chapter 119, F.S. instructs the Contractor shall not disclose public records that are exempt or confidential/exempt from public records disclosure requirements except as authorized by federal and state law, including but not limited to sections 1002.72, 1002.97, F.S. and 2 CFR 200.82, Protected Personally Identifiable Information (PPII). Contractor shall be provided additional specific instructions by the ELCPBC if applicable.

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

Convicted/discriminatory vendors – Neither it, nor any person or affiliate of the vendor convicted of a public entity crime as defined in Section 287.133, F.S. and placed on the convicted or discriminatory vendor list at the federal or state levels can perform work for or provide services for ELCPBC.

Cooperation with ELC, OEL, and OEL’s Inspector General – Pursuant to s. 20.505(5), F.S., the contractor and any subcontractor(s) used to provide the scoped services shall understand and will comply with their duty to cooperate in good faith with any reasonable requests from OEL or State officials to discuss, review, inspect or audit Contractor performance or compliance under this PO or contract. Upon request the Contractor shall grant access to all records pertaining to the Contract to the ELC, OEL, OEL’s Inspector General, OEL’s general counsel, the Office of Program Policy and Government Accountability and Florida’s Chief Financial Officer. The Contractor shall provide any type of information deemed relevant to the Contractor’s integrity or responsibility. Such information may include, but shall not be limited to, the Contractor’s business or financial records, documents, or files of any type, or form that relate 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 ELCPBC 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 the PO relies on federal funds, in accordance with Federal Executive Order 12349 and 2 CFR Part 376 regarding Debarment and Suspension, the Contractor shall agree and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor also agrees it shall not knowingly enter into any lower tier contract or other covered transaction with a person who is similarly debarred or suspended from participating in the PO’s scoped transaction(s).

E-Verify – 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.

Equal Employment – 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; 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.

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

Florida Abuse Hotline reporting – 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, neglected, or neglected by any person responsible for that child’s welfare. Contact the Florida Abuse Hotline (1-800-96ABUSE).

Funding availability/annual appropriation – Pursuant to Section 287.0582, F.S., the ELCPBC’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 ELCPBC 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 expenses incurred to the extent such funds are appropriated and available for the PO’s scoped transaction(s). The ELCPBC shall be the final authority as to the availability of appropriated funds.

Financial consequences – Section 215.97(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 fail to meet and comply with the deliverables established in this PO/contract, the ELC will prorate any payments pending and/or request a reduction in payment in a proportionate amount equal to the goods/services not received. The ELC, at its sole discretion, may offer the Contractor an extension for any listed task, timeline or deliverable during which the indicated financial consequences shall not apply. Notification of any extension shall be provided to the Contractor in writing. Any payment made in reliance on the Contractor’s evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the ELCPBC as an overpayment to the extent of such error.

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 contractor agrees 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 maintain adequate liability insurance coverage on a comprehensive basis and hold such liability insurance in an amount the contractor considers sufficient to protect the ELC against claims that may stem from the Contractor’s actions that result in bodily injury, death, or property damage. Such insurance shall indemnify and save harmless the ELC from and against any loss, liability, cost, expense or damage, including court costs, 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 – liability policy

The Contractor shall maintain adequate liability insurance coverage on a comprehensive basis and hold such liability insurance in an amount the contractor considers sufficient to protect the ELC against claims that may stem from the Contractor’s actions that result in bodily injury, death, or property damage. Such insurance shall indemnify and save harmless the ELC from and against any loss, liability, cost, expense or damage, including court costs, 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

The Contractor shall provide insurance coverage in an amount the contractor considers sufficient to protect the ELC against claims that may stem from the Contractor’s actions that result in bodily injury, death, or property damage. Such insurance shall indemnify and save harmless the ELC from and against any loss, liability, cost, expense or damage, including court costs, 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.

Invoice Due Date – Invoices shall be submitted after the delivery of goods or services. For services, invoices are due the 15th day of the month following the month in which services were rendered. For goods, contractor shall submit invoices and required documentation within the specified timeframe could result in forfeiture of payment. For service contracts, the invoice must contain a minimum, dates of service, description of the work performed, location, reference to the individual that completed the task and number of hours, and other information as required. Invoices shall be submitted electronically to accounts payable@elcpalmbeach.org.

Invoices for services rendered for the calendar month of June and September NOT submitted within 20 calendar days of the immediate subsequent month (July and August)
October respectively) will not be paid in accordance with the period of availability of funding of source contracts.

Final Invoice – The Contractor shall submit the final invoice for payment to the ELCPBC no more than 45 days after the PO/contract ends or any applicable audit of the PO/contract is terminated. If the contract or this transaction, the ELC will not honor any requests submitted after the 45-day time period. Any payment due under this PO/contract may be withheld until all reports due from the Contractor and any necessary adjustment(s) thereto have been approved by ELCPBC.
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 disbursed pursuant to the terms of the PO/contract. In the event the Contractor or its independent auditor discovers any 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 payment 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 Purchasing 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 I of Public Law 103-227, the Pro-Kids Act of 1994 (as amended by the Pro Children Act of 2001, 42 U.S.C. 1781 through 1784). 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, retain possession of, and/or otherwise protect the ELC's and the State's and the data subject's privacy.

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 reimbursement be submitted within thirty (30) calendar days of the travel event.

Unauthorized aliens: 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. 1324a). 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 any 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 Office of Early Learning’s Inspector General, the Florida Commission on Human Relations or the Whistleblower’s Hotline number at 1-800-543-5333.

APPLIES TO PURCHASE OF SERVICES

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

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. 501.177, 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 ELCPBC’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 twenty-four (24) hours after the 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 ELCPBC.

If the ELCPBC, 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 ELCPBC 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 ELCPBC 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, 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 this 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 519) 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.

Independent Contractor – The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the ELCPBC. The ELCPBC 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.

Information and data security requirements: The Contractor must comply with the ELC’s Information Technology (IT) Security policies (provided upon request), the Office of Early Learning’s Information Technology Security Manual (provided upon request), 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.

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, $500,000 per person, and $500,000 policy aggregate. The policy shall cover all employees engaged in any PO/contract work.
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Purchase Order (PO) Terms and Conditions

Employers who have employees engaged in work in Florida must use Florida rates, rules and classifications for those employees.

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 800-110. http://csrc.nist.gov/publications/nistpubs/800-110/SP800- 110a.pdf

Return to strictly comply with this provision shall constitute a breach of the PO/contract.

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 USODL, USDHHS, USDOE, and Fed. Agency Acquisition Regulations (Acq 1995, supp. 5, 507)).

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 contact 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.

Rights to Inventions – Pursuant to 2 CFR Part 200 Appendix II, item (F) and s. 286.021, F.S., if a discovery or invention arises in connection with the use of federal/state funds, the ELCPBC will refer it to FOE 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.

APPLIES TO PURCHASES OF $2,000 OR MORE:

Copeland Anti-Kickback Act – 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. 787a and 40 U.S.C. 286c). These requirements apply to agreements that include salaries for laborers and mechanics at a rate not less than the locally prevailing minimum wages and fringe benefits for similar work projects in the area. 2. Contractors are required to pay wages not less than once a week. 3. Contractors are required to post (display the applicable wage determination(s)) at the site of work in a location in clear view of everyone. 4.USOL determines and sets the prevailing wage rates. 5. The Contractor shall report all suspected or reported violations to the ELC.

Davis Bacon Act, as amended – 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 USOLD regulations (29 CFR Part 5). 1. 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. 2. Contractors are required to pay wages not less than once a week. 3. Contractors are required to post (display the applicable wage determination(s)) at the site of work in a location in clear view of everyone. 4.USOLD determines and sets the prevailing wage rates. 5. The Contractor shall report all suspected or reported violations to USOLD.

APPLIES TO PURCHASES OVER $10,000:

Termination for Cause (breach of terms) – Pursuant to 2 CFR Part 200 Appendix II, item (B) and (C) 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 – Pursuant to 2 CFR Part 200 Appendix II, item (B) the ELCPBC, by written notice, may terminate the contract in whole or in part when the ELCPBC 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 ELCPBC, 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.

APPLIES TO PURCHASES OF $25,000 OR MORE:

Conflict of Interest/prior approval of related party activities – Section 1002.84(10), 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 certificate Grant 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.

APPLIES TO PURCHASES OVER $150,000:


Each tier (Contractor) certifies to the tier above (ELCPBC) that it will not and has not used the PO/contract funds to pay for any federal-level lobbying activities. Prohibited activities include any person or organization paid for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other assistance covered by 2 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with respect to this PO/contract. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contract Manager – A contract manager may be required for POs/contracts that receive $150,000 or more from the ELC. The contract information provided by the ELCPBC if applicable as required by Section 287.057(14)(b), F.S.

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

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

Additional online instructions to determine coverage for a specific contract or grant are available by contacting USOLD: USOLD drug-free workplace advisor

APPLIES TO PURCHASES OVER $150,000:

Clean Air and Federal Water Pollution Control Act – Pursuant to the Clean Air Act (42 U.S.C. 7401-7471) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1377), as amended, the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7471a) and the Federal Water Pollution Control Act as amended and the Federal Water Pollution Control Act. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Effective: January 1,2018