

Early Learning Coalition of Broward County (COALITION or ELC)
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1. **COMPENSATION AND BILLING.** The Coalition agrees to pay the Vendor in the amount and manner described in Florida Statutes. In the event the Vendor discovers that an overpayment has been made by the Coalition, the Vendor shall repay said overpayment within thirty (30) days without prior notification to the Coalition. In the event the Coalition discovers that an overpayment has been made to the Vendor by the Coalition, the Coalition shall notify the Vendor in writing of such finding as well as the amount that was paid in contravention to the terms and conditions of the Purchase Order and the Vendor shall repay the Coalition within thirty (30) days of the notice.

The Coalition does not waive its right to inquire or dispute any charges or work associated with the Scope of Services rendered by the Vendor prior to issuance of payment to the Vendor by the Coalition if the Coalition feels that said charges or work is not reasonable; excessive in nature; not allowable pursuant to applicable Florida or federal law, rule or policy; or outside of the Scope of Services as set forth in this Purchase Order.

2. **REPRESENTATION AND WARRANTY** The Vendor warrants and represents to the Coalition that the Vendor, and if applicable, its employees, its subcontractors, and its agents, have sufficient expertise, education, personnel, resources, and experience to perform the Scope of Services stated within the Purchase Order. The Vendor further warrants and represents that, to the best of its knowledge, there is no pending or threatened action, proceeding, litigation, claim or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to perform or deliver the Scope of Services under the Purchase Order.-

3. **EMPLOYMENT ELIGIBILITY.** Vendor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

- 3.1. **Registration Requirement; Termination.** Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Vendor, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- 3.1.1. All persons employed by a Vendor to perform employment duties within Florida during the term of the contract; and
- 3.1.2. All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor to perform work pursuant to the contract with the Coalition. The Vendor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Coalition; and
- 3.1.3. The Vendor shall comply with the provisions of §448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Vendor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Purchase Order, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Purchase Order under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a

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violation of the statute by the Vendor, the Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

- 3.2. This Section shall also be applicable to any subcontractors secured by the Vendor subject to the written prior approval of the Coalition.
4. **NON-EXCLUSIVITY.** The Coalition expressly reserves the right, at any time or for any reason whatsoever, to retain other consultants, vendors, or independent contractors in addition to the Vendor to perform the work or services that are similar or identical in nature to the Scope of Services being performed or delivered by the Vendor.
5. **NO LOBBYING.** In accordance with §§11.062 and 216.347, Florida Statutes, no funds from this Purchase Order may be used for lobbying the state Legislature, the judicial branch or any state Agency. Acceptance of these terms indicates the Vendor is aware of and currently complies with the described lobbying activity restrictions. The Vendor shall require all subcontracts include this certification language, which is a material representation of fact upon which the parties relied when they made or entered into this transaction._
6. **PAYMENT AUDIT.** Records of costs incurred under terms of the Purchase Order shall be maintained and made available to the Coalition upon request at all times during the period of the Purchase Order, and for a period of five years thereafter. Records of costs incurred shall include the Vendor's general accounting records, together with supporting documents and records of the Vendor and all subcontractors performing work, and all other records of the Vendor and subcontractors considered necessary by the Coalition for audit.
7. **AUDIT RIGHTS.** Pursuant to §20.055(5), Florida Statutes, the Vendor and any subcontractor(s) used by Vendor to provide the goods/services pursuant to the terms of this Purchase Order understand and will comply with their duty to cooperate in good faith with any reasonable requests from the Coalition or State officials to discuss, review, inspect or audit Vendor performance and compliance under this Purchase Order. Upon request, the Vendor shall grant access to all records pertaining to the Purchase Order to the Coalition, the Division of Early Learning (the "Division"), the Division's Inspector General and General Counsel, the Office of Program Policy and Government Accountability, and Florida's Chief Financial Officer. The Vendor shall provide any type of information deemed relevant to the Vendor's integrity or responsibility. Such information may include, but shall not be limited to, the Vendor's business or financial records, documents, or files of any type or form that refer to or relate to the Purchase Order. The Vendor shall retain such records for five (5) years after the expiration date of the Purchase Order, or the period required by the General Records Schedules maintained by the Florida Department of State whichever is longer. The Vendor 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 Vendor's compliance with the terms of this or any other Purchase Order between the Vendor and the Coalition which result in the suspension or debarment of the Vendor. 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.
8. **CONFIDENTIAL AND PROPRIETARY INFORMATION; DISCLOSURE; RECORDS.** The Vendor acknowledges that in the course of completing the Scope of Services, the Vendor may originate, develop, receive or otherwise become aware of certain confidential or proprietary information concerning the Coalition, its operations, its applicable governing agencies, its vendors, its contractors, or the recipients of its services. Vendor further agrees that all such information is, shall be, and will continue to remain the confidential information of the Coalition ("Confidential Information"). The Vendor shall not store, or allow to be stored, any Confidential Information on any portable storage media (e.g., laptops, thumb drives, hard drives) or peripheral device with the capacity to hold information without encryption software installed on the devices meeting the standards prescribed in [111 http://csrc.nist.gov/publications/nistpubs/800-111/SP800-111.pdf](http://csrc.nist.gov/publications/nistpubs/800-111/SP800-111.pdf). The Vendor will further not use, disseminate, alter, destroy, or disclose any Confidential Information concerning a recipient of

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the Scope of Services under this Purchase Order or a recipient of services of the Coalition for any purpose not in conformity with applicable state and federal statutes or regulations.

“Confidential Information” shall also include the following:

- “Personal Identifying Information” (PII) as the term is defined in §501.171(1)(g)(1), Florida Statutes, and 2 CFR 200.1 (“Protected Personally Identifiable Information”)
- “Student Records” as the term is defined in §§1002.221, and 1002.97, Florida Statutes, and the Federal Education Rights and Privacy Act (“FERPA”) as well said act’s implementing regulations as set forth under 34 CFR Part 99.
- “Protected Health Information” (as the term is defined in 45 C.F.R. §164.501) or “Individual Identifiable Health Information” (as the term is defined in 42 U.S.C. § 1320d), as well as any “health care” or “medical” information or records as those terms are defined and set forth under Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d (“HIPAA”) and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (“Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (“Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all (collectively referred to herein as “HIPAA Requirements”).

The Vendor further acknowledges that, in the course of performing the Scope of Services, it may have access to certain documents, data or other information that relates or concerns, whether directly or indirectly, the Coalition, its agents, or its representatives, in the form of statistical, business or technical research, development, trade secrets, drawings, business models, manuals, presentations, notebooks, notes, processes, formulae, specifications, programs, software packages, technical know-how, methods, procedures of operation, business or confidential plans or other information (“Proprietary Information”).

The Vendor shall comply with all applicable federal and Florida confidentiality and disclosure laws and any requirements concerning Confidential or Proprietary Information and HIPAA requirements as required in this Purchase Order

A “Breach of Security” is an unauthorized access, use, transfer, distribution, disclosure, modification, or destruction of any information, record, or data containing Confidential or Proprietary Information by a third party or an unauthorized employee or agent of the Vendor. Good faith access of Confidential Information by an employee or agent of the Vendor does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use.

The Vendor shall notify the Coalition in writing of any security breach or an imminent threat of violation of Confidential or Proprietary Information within twenty-four (24) hours of Vendor’s discovery of said breach or imminent threat. For purposes of this Section, “Breach of Security” shall mean any unauthorized access, use, transfer, distribution, disclosure, modification or destruction of any information or records by a third party or an unauthorized employee, agent or contracted person or entity for the Vendor or there is a factual basis upon which it is believed that there is an imminent threat that a Breach of Security is about to occur. The Vendor shall report the Breach of Security in writing as follows: *a) nature of the Breach of Security; b) the information disclosed or breached; c) the unauthorized party who made the Breach of Security, received the unauthorized disclosure of said information, if known; d) the actions or steps taken by the Vendor to eliminate or mitigate the damage as a result of said Breach of Security; and e) what corrective actions the Vendor has taken to ensure that said Breach of Security does not occur in the future.* The Vendor shall provide any additional information as reasonably requested by the Coalition, which may include full written report regarding said Breach of Security. If said Breach of Security concerns the PII the Vendor agrees to comply with the

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requirements of §501.171, Florida Statutes. The Vendor will also be solely responsible for the costs and expense of curing any Breach of Security and any defense of the Coalition related to the Breach, if the Breach is due to the acts or omissions of the Vendor or the Vendor's contracted third party. Failure to safeguard and mitigate the damages of a breach of information as set forth herein shall constitute a default under this Purchase Order. Failure by the Vendor to comply with this section may make the Vendor liable to criminal and civil penalties as set forth under Chapter 815 ("Florida Computer Related Crimes Act") and §§443.1715, 501.171(9), and 119.10, Florida Statutes, as well as any other applicable federal or Florida laws, rules, and regulations.

The Vendor shall also maintain records obtained or created pursuant to this Purchase Order in accordance with the applicable federal and state statutory records retention requirements, which include, but are not limited to §119.0701(2)(b) and Chapter 1002, Florida Statutes, if the Coalition has decided to not retain said records. The Vendor will cooperate to facilitate transfer, duplication or destruction of any records or documents upon the request of the Coalition at no cost, charge, or expense to the Coalition. The Vendor will also cooperate with the Coalition to facilitate the disclosure, transfer, destruction, or distribution of records, information, and data as set forth herein and as requested by the Coalition to those persons or entities that are entitled pursuant to federal or Florida law to said disclosure and distribution at no costs, charge, or expense to the Coalition. The Vendor further agrees that at the expiration or termination of this Purchase Order, whichever is earlier, to return any and all Confidential Information and Proprietary Information to the Coalition, whether said Confidential Information and Proprietary Information is written, printed, copied, reproduced, downloaded, encrypted or in any other form whatsoever in the form or format requested by the Coalition at no additional cost, fee, or charge to the Coalition. The Vendor further agrees to not make or pursue any claim, suit, proceeding or action against the Coalition or its governing or funding agency as it concerns any claim or right of ownership, authorship or interest in the records, files, documents, data, or other information owned by the Coalition or its governing or funding agency.

The obligations and conditions of the Vendor as it pertains to the disclosure, protection, maintenance, storage, access, use, delivery, destruction, alteration, dissemination, and return of the Confidential Information and Property Information as stated herein shall be binding on the Vendor, its employees, its agents, its successors in interest, its parent entity, its partners, its subcontractors, or any other party utilized by the Vendor to perform the Scope of Services under the Purchase Order. Any violation as stated herein shall be considered a default pursuant to this purchase order and the Coalition or any applicable government entity shall have the right to pursue any actions or remedies to secure said Confidential Information and Proprietary Information from disclosure and use by the Vendor or any third party.

12. **RIGHTS TO INVENTIONS** Pursuant to 2 CFR Part 200 Appendix II, item (F) and s. 286.021, F.S., if a discovery or invention arises or is developed in connection with the use of federal/state funds, the ELC will refer it to 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 government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."
13. **ENDORSEMENTS, PUBLIC ANNOUNCEMENTS AND PRESS RELEASES** The Vendor acknowledges and agrees that neither the Coalition nor its applicable governing or funding agencies shall be under any obligation to provide any endorsement of the Vendor's Scope of Services, or any work product resulting, related to or arising from the Scope of Services to any third party. Vendor shall not use the Coalition's name, materials (including but not limited to likeness or names of recipients of the Coalition), or trademark in any manner, expressly or implied, which might tend to convey the impression that the Coalition has endorsed or approved

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the Vendor's Scope of Services, or the work product resulting, related to, or arising from the Scope of Services, without the prior written consent of the Coalition.

14. **INDEPENDENT CONTRACTOR** The Vendor is an independent contractor and neither the Vendor, nor, if applicable, its employees, its agents or its subcontractors shall be deemed to be affiliated with, an agent of or employed by the Coalition. In addition, the Vendor is solely responsible for the payment of any local, state, and federal income, social security and unemployment taxes for Vendor for purposes of any applicable tax laws and associated filings. The Vendor hereby confirms to the Coalition that the Coalition will not be required to furnish or provide any training to the Vendor to enable the Vendor to perform, deliver or provide the Scope of Services required hereunder. The Vendor, its staff, its agents or its subcontractors shall perform the Scope of Services as stated herein and the Coalition shall not be required to hire, supervise, or pay any assistants or other persons to assist or support the Vendor's performance of the Scope of Services under this Purchase Order. Except as provided in this Purchase Order, the Vendor shall be obligated to complete the Scope of Services once the work is initiated or payment is received, whichever is earlier.
15. **LIABILITY AND INDEMNIFICATION** The Vendor shall be liable and indemnify, defend, release, and hold harmless the Coalition and all of its officers, agents, members, directors and employees from all claims, suits, judgments, or damages, including attorneys' fees, court costs, and expenses, all trial and appellate levels, related to or arising out of any actions, negligence, or omissions of the Vendor, its agents, officers, subcontractors, members, directors, or employees during the performance or delivery of the Scope of Services and operation of this Purchase Order whether such damages are direct or indirect, including without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.

The Vendor shall indemnify and hold harmless the Coalition for and against any and all claims, damages, losses, or obligations asserted or imposed against the Coalition and any applicable governmental agency responsible for the oversight or monitoring of the Coalition by any third party in connection with the payment or recovery of such sums paid under this Purchase Order.

To the extent considered necessary by the Coalition, any sums due to the Vendor under this Purchase Order may be retained by the Coalition until all of the Coalition's claims for indemnification pursuant to this Purchase Order have been settled or otherwise resolved and any amount withheld shall not be subject to payment of interest by the Coalition. Nothing herein shall be construed to waive any sovereign immunity that may be applicable to the Coalition or Vendor pursuant to Florida or federal law. In the event the Vendor utilizes subcontractor(s) to perform or deliver the Scope of Services and the subcontractor does not meet the definition set forth in §768.28(2), Florida Statutes, the Vendor shall be responsible for ensuring that the subcontractors utilized by the Vendor comply with the liability and indemnity requirements as set forth herein. This **Section 14 (Liability and Indemnification)** shall survive the expiration or earlier termination of this Purchase Order.

16. **INSURANCE** The Vendor shall maintain, at its sole cost and expense, comprehensive general and professional liability insurance in the amounts and addition to any other insurance as the Coalition may reasonably require in order to provide adequate financial protection for the Coalition. Each policy shall state that it is not subject to cancellation, modification, or reduction in coverage without 30 days' written notice to the Coalition prior to the effective date of such cancellation, modification, or reduction in coverage.
17. **ASSIGNMENT AND SUBCONTRACTING** This Purchase Order shall not be assigned, subcontracted, delegated, or otherwise transferred by the Vendor to any other third party without the written consent of the Coalition. Any transfer or assignment made without the consent of the other Party shall be considered null and void as a matter of law and shall be considered a material breach under this Purchase Order. Assignment shall also include any merger or acquisition of all or a part of the Vendor's business or the transfer of all or a

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substantial portion of Vendor's business, interest, or assets. In the event the Coalition agrees to, whether in whole or in part, to any subcontracting or assignment of this Purchase Order by the Vendor, the Purchase Order between the Vendor and the third party shall contain the same terms and conditions required in this Purchase Order.

18. **SEVERABILITY** In the event that any one or more of the provisions of this Purchase Order shall be held to be invalid, the remaining provisions of the Purchase Order shall not in any way be affected or impaired thereby. All Purchase Orders and covenants herein are severable, and in the event any one of them shall be held to be invalid by any competent court, this Purchase Order shall be interpreted as if such invalid Purchase Orders or covenants were not contained herein.
19. **APPLICABLE LAW AND VENUE.** The Parties acknowledge that the Coalition shall be governed by and this Purchase Order shall be construed in accordance with the laws of the State of Florida as now and hereinafter in force. The Vendor acknowledges that the Coalition is subject, in whole or in part, to the most current funding and governing or funding Purchase Order between the Division of Early Learning ("DEL") and the Coalition ("Grant Purchase Order") and that in the event the Grant Purchase Order is applicable, whether in whole or in part, to this Purchase Order, compliance as stated herein shall require compliance with the Grant Purchase Order. The Parties further agree that the venue for any actions, claims, disputes, hearings, proceedings, or other matters associated, concerning, arising from or related to this Purchase Order shall be in Broward County, Florida.
20. **TERMINATION AND DEFAULT**
- 20.1. **TERMINATION FOR CONVENIENCE.**
- 20.1.1. This Purchase Order may be terminated by the Coalition for convenience upon providing thirty (30) calendar days written notice of such termination to Vendor, in which event Vendor shall be paid its compensation for services performed until the termination date, including services reasonably related to termination.
- 20.1.2. Any obligation to pay the Vendor is contingent upon an annual appropriation by the Legislature or other funding constraints that are not inconsistent with the terms of this Purchase Order and the Coalition shall be the final authority as to the availability of funds. In the event the Coalition terminates the Purchase Order for a lack of funding, the Coalition shall pay the Vendor for all documented, verifiable, and approved costs reasonably incurred prior to the termination or winding down of the Purchase Order.
- 20.1.3. If funds for this Purchase Order are not allowable, not available, withdrawn or redirected, such lack of funding will not constitute a default. The Coalition agrees to notify the Vendor at the earliest possible time if funds are not appropriated or available as stated herein. The cost of services paid under any other contract or from any other source is not eligible for reimbursement under this Purchase Order.
- 20.2. **TERMINATION FOR CAUSE; DEFAULT.**
- 20.2.1. In addition to all other remedies available to Coalition, this Purchase Order shall be subject to termination by Coalition for cause, should Vendor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by Vendor of written notice of such neglect or failure. In the event that Vendor abandons this Purchase Order, Vendor shall indemnify Coalition against loss pertaining to such abandonment. Coalition reserves the right to recover any

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ascertainable actual damages incurred as a result of the failure of Vendor to perform in accordance with the requirements of this Purchase Order.

- 20.2.2. If any party commits a breach of this Purchase Order, such breach shall constitute a default under this Purchase Order. The non-breaching party may give the breaching party written notice describing such breach and stating that this Purchase Order will terminate unless such breach is cured within thirty (30) days of receipt of said written notice. In the event the breach is the type that must be cured immediately or within a time period less than thirty (30) days ("Expedited Period"), the Vendor shall cure said breach within the time stated in the notice.
- 20.2.3. A breach under this Purchase Order shall include but is not limited to any of the following as required in the Purchase Order.
- 20.2.4. If such breach is not corrected within thirty (30) days or within the Expedited Period after notice has been given this Purchase Order shall terminate at the end of the Cure Period. In the event such breach is incapable of being cured within the aforementioned Cure Period, upon request by the Vendor the Coalition shall have the option in its sole discretion to extend the Cure Period for an additional thirty (30) days (hereinafter referred to as the "Extension Period") from the expiration of the Cure Period. If said breach is not cured prior to the expiration of the Extension Period, then the Purchase Order shall terminate upon the expiration of the Extension Period.
- 20.2.5. **Material Breach.** In event the Vendor commits a breach of this Purchase Order that (a) would affect the health, safety and welfare of the persons served by the Coalition; (b) would place the Coalition in violation of applicable law(s) and such violation would or could result in a sanction or penalty (financial, administrative, judicial, or otherwise) from a governing or funding agency, court of competent jurisdiction, or other authority against the Coalition; or (c) the Coalition determines that the Coalition may not be entitled to, or restricted in receiving or qualifying for certain insurance coverage, sovereign immunity or other protections available to the Coalition based on the Vendor's acts or omissions; d) said liability would extend beyond the sovereign immunity limits of §768.28, Florida Statutes, as the same may be amended or altered, from time to time or (e) concerns a breach or violation of confidential records of this Purchase Order (hereinafter individually and collectively known as a "Material Breach"), the Coalition may unilaterally terminate this Purchase Order upon no less than twenty-four (24) hours written notice to the Vendor. The option of entering a Cure Period or an Extension Period as it pertains to a Material Breach shall be at the sole discretion of the Coalition. In the event the Material Breach as stated herein is not cured within the Cure Period or the Extension Period, whichever is applicable, if the same is allowed by Coalition and the Coalition does not desire to terminate the Purchase Order, the Coalition may seek to cure the Material Breach at its own time and expense in order to resolve the issue or mitigate the damages. The Vendor shall be liable for any and all expenses associated with the Coalition's efforts to cure the Material Breach of the Purchase Order as stated herein. The Coalition shall retain the option to terminate the Purchase Order even if it undertakes any effort to cure the Material Breach.
- 20.2.6. **Financial Consequences.** If the Vendor fails to fulfill the requirements of the Scope of Work the Coalition may prorate any payments pending to the Vendor or request a refund of payment in a proportionate amount equal to the Scope of Work unfulfilled. If the Vendor fails to meet and comply with the deliverables required in the Scope of Work or make appropriate progress and it is not resolved within 10 days' from receipt of written notice, the Coalition may at its sole option: a) withhold payment until the deficiency is cured; b) request the Vendor redo the work; c) make a prorated payment; or d) require a refund of payment previously made in a proportionate amount equal to the Scope of Work remaining unfulfilled. The Coalition, at its sole discretion, may offer the Vendor an

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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 Vendor in writing. If financial consequences are imposed and due, the Coalition may offset the financial consequences from the next invoice or from the final retained payment or require separate payment. Any payment made in reliance on the Vendor's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Coalition as an overpayment to the extent of such error or nonperformance.

20.2.7. In the event this Purchase Order is terminated by the Vendor or the Coalition for any reason and the Scope of Services has not been fully or satisfactorily performed or completed by the Vendor in accordance with terms and conditions of this Purchase Order, the Vendor acknowledges and agrees to be liable for any and all damages sustained by the Coalition related to or arising from its acts, omissions or negligence as it pertains to the Vendor's failure to satisfactorily perform or complete the Scope of Services if said termination of the Purchase Order would result in any of the following: a) create an event or occurrence in which the Coalition would be in violation of a federal or Florida law, rule, regulation, or policy; b) the Coalition being held liable for a claim, suit, action or damages from a third party related to or arising from the Purchase Order; c) result in a sanction, penalty, fine, or corrective action against the Coalition by a governing or funding agency; or d) the Vendor's non-completion or non-performance contributes or directly causes a recipient of the Coalition's services to be at imminent risk of harm. The Vendor shall discontinue all work or services under this Purchase Order upon termination of the Purchase Order and shall return in good condition any and all property and materials belonging to the Coalition or any of its other contracted vendors or providers upon termination of the Purchase Order.

21. **LIMITATION OF LIABILITY.** If a court of competent jurisdiction or other arbitrator holds the Coalition liable for tortuous acts of its agents, officers, or employees, such liability shall be limited as provided in §768.28, Florida Statutes, or any other applicable Florida or federal statute. This provision shall not be construed as a waiver of any right or defense that the Coalition may possess under this Purchase Order or in law or in equity. The Coalition specifically reserves all rights and remedies as against any and all claims that may be brought as a result of this Purchase Order.
22. **CONFLICT WITH THE PURCHASE ORDER** In the event this Purchase Order is currently in, or subsequently presents an unallowable conflict, in whole or in part, with the following: (a) any applicable federal or Florida Statutes, rules, codes, or regulation (b) any applicable funding or governing Purchase Order of the Coalition, including but not limited to the Grant Purchase Order; or (c) the policies and procedures of the Coalition, the aforementioned laws, policies and procedures, and funding or governing Purchase Orders shall prevail.
23. **ATTORNEY'S FEES AND COSTS.** In connection with any litigation, mediation, arbitration, or other proceeding related to or arising out of this Purchase Order, the Coalition and the Vendor agree that each Party will be responsible for its own attorney's fees and costs prior to, during the pendency of, and subsequent to the conclusion of the matter through and including any appeals and post-judgment proceedings, except with respect to any applicable indemnification provision provided in this Purchase Order. This Section shall be subject to **Section 21 (Limitation of Liability) and 31 (Dispute Resolution)** of this Purchase Order and shall survive the expiration or termination of this Purchase Order.
24. **ENTIRE PURCHASE ORDER.** All terms and conditions of this Purchase Order are fully set forth in this document and supersede all prior Purchase Orders, representations, writings and understandings. All exhibits or other documents referenced herein are incorporated in this Purchase Order and made a specific part hereof, whether or not physically attached.
25. **NONWAIVER.** No failure or neglect of either Party to exercise any right, power or privilege hereunder or

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under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either Party hereto must be contained in a written instrument signed by the party to be charged in accordance with party's policy, procedures, or bylaws.

26. **TIME IS OF THE ESSENCE.** The Vendor acknowledges that time is of the essence in all matters relating to fulfillment of its obligations under this Purchase Order.
27. **NO THIRD PARTY BENEFICIARY.** This Purchase Order is for the sole benefit of the Parties and nothing herein expressed or implied will provide or be construed to provide any legal or equitable rights hereunder to any other third party.
28. **COOPERATION.** In the event that either Party is the subject of an investigation by an agency or other governing authority in relation to the Scope of Services or if the Vendor, either by itself or through the persons utilized to perform the Scope of Services, is accused or charged with criminal activity against the Coalition, its employees, its residents, its recipients, its sub-recipients, its vendors, its program participants or its volunteers, Vendor agrees to cooperate with any investigation initiated or conducted by the Coalition or the appropriate agency or governing authority until the conclusion of the investigation or the rendering of a final report, whichever is later. Cooperation shall include, but not be limited to, the production of any requested documents that would not fall under any applicable legal or statutory privilege or exemption and the commitment to make available any applicable witnesses to testify when requested by the aforementioned entities so long as such testimony would not violate any applicable legal or statutory privilege. If Vendor raises or states an objection based on privilege or an exemption and said privilege or exemption is applicable to the Coalition, the Vendor shall seek consent from the Coalition prior to raising or stating said privilege or exemption. The Vendor also agrees to make available any documentation in order for any applicable funding or governing agency of the Coalition, and the Coalition to comply with applicable federal statutes, laws, rules, policy, guidance and procedures as it relates to the funding of the Purchase Order.
29. **DISPUTE RESOLUTION.** The Parties agree to communicate and conduct themselves in a reasonable manner to resolve any disputes between the Parties arising from or related to this Purchase Order. Except as stated herein, any controversies or disputes arising out of the terms and conditions of this Purchase Order that are not settled in accordance with this Purchase Order or by mutual Purchase Order between the Parties which results in litigation between the Parties shall be settled in accordance with the rules of the American Arbitration Association pursuant to the Federal Arbitration Act, and the judgment upon award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, any dispute regarding the interpretation, enforceability, or applicability of any federal or state statute or agency rule, or any funding Purchase Order that the Coalition has with a governmental entity or authority that concerns, references, governs, relates to or arises from this Purchase Order shall be delegated to the applicable Florida court or designated agency or authority of competent jurisdiction for final determination. For purposes of this Section, "litigation" means the retention or appearance of an attorney on behalf of the Vendor or the Coalition before an arbitrator, judge, or other final authority regarding a dispute or controversy. This Section shall survive the expiration or termination of this Purchase Order, whichever is applicable.
30. **FORCE MAJEURE** The Coalition and Vendor agree and acknowledge that neither Party shall be liable to the other for any delay, disruption, non-compliance or failure to perform under the Purchase Order if such delay, disruption, non-compliance or failure to perform is neither the fault nor due to the negligence or intentional acts or omissions of the Party, its employees, or agents and said delay is due directly to acts of God (e.g., hurricanes, tornados), pandemic, wars, acts of public enemies (including, but not limited to terrorist related activities), strikes, fires, floods or other similar cause wholly beyond the party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. In the event of a

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delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay, disruption, non-compliance related to the Party's performance obligation under the Purchase Order. If the delay, disruption, or non-compliance is excusable under this paragraph, the delay, disruption, or non-compliance will not result in any additional charge or cost under the Purchase Order to either Party.

In the case of any delay, disruption or non-performance that the Vendor believes is excusable under this paragraph, the Vendor shall notify the Coalition in writing of the delay, disruption or non-performance or the potential thereof within five (5) calendar days after the cause that creates or will create said delay, disruption or non-performance. Notwithstanding the foregoing, the Vendor shall use every reasonable effort to adequately prepare for those matters that while considered "acts of God", occur with enough frequency either during certain time periods or events that would make said acts of God reasonably foreseeable (e.g., hurricanes between the months of August to November). For purposes of this paragraph, "preparation" shall mean the creation and implementation of policies and procedures for those acts of Gods that occur during certain times of the year, or events such as emergency preparedness. Failure to have sufficient policies and procedures in place for those reasonably foreseeable acts of God or other matters as state above shall be determinative of whether or not the parties to the Purchase Order shall be able to exercise the remedies as set forth herein.

The act of providing written notice to the Coalition in accordance with this Section is a condition precedent to the exercise of such remedy. The Coalition, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Vendor of its decision in writing. The Vendor, other than for an extension of time, shall assert no claim for damages, against the Coalition. In addition, the Vendor shall not be entitled to an increase in the Purchase Order price or payment of any kind from the Coalition for direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to costs of acceleration or inefficiency arising from any delay, disruption, interference, non-performance or hindrance from any cause whatsoever.

If the performance of the Vendor is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Vendor shall perform, in accordance with the terms and conditions of the Purchase Order, at no increased costs unless the Coalition, in its sole discretion, determines that the delay, disruption or non-performance will significantly impair the value of the Purchase Order to the Coalition, DEL, or the State of Florida, in which case, the Coalition may do any or all of the following: (1) accept the allocated performance or deliverables from the Purchase Order, provided that the Vendor grants preferential treatment to the Coalition with respect to products or services subjected to allocation; (2) purchase from other sources, with recourse to and by the Vendor for the related costs and expenses, to replace all or part of the products or services that are the subject of the delay, disruption or non-performance, which purchases may be deducted from the Purchase Order quantity or amount owed to the Vendor; or (3) terminate the Purchase Order.

31. **NOTIFICATION OF LEGAL ACTION AND INCIDENTS.** The Vendor shall notify the Coalition of legal actions, current or potential, such as lawsuits, claims, actions or special proceedings taken against the Vendor related to or arising from the Purchase Order; any other action, claim, or proceeding that may impact the Vendor's ability to deliver the goods or services. The Vendor shall notify the Coalition in writing within twenty-four (24) chronological hours of the Vendor becoming aware of such action or from the day of the legal filing of said action.
32. **AUDIT RIGHTS.** Vendor shall maintain or cause to be maintained accurate and complete records as it pertains to this Purchase Order. Representatives of the Coalition, or its applicable governing agencies or authorities, which includes but is not limited to DEL, The Florida Department of Financial Services, the Auditor General of the State of Florida, Comptroller General of the United States, Inspector General of the state of

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Florida, the Florida Office of Program Policy Analysis and Government Accountability ("OPPAGA") as well as their duly authorized representatives shall have access, for purposes of examination and inspection, to any books, documents, papers and records of the Vendor as it concerns or relates to this Purchase Order. The Parties agree that said audit rights as set forth herein are specific to this Purchase Order and shall not extend into any other contract or Purchase Order that the Vendor has with a third party unless the Vendor has subcontracted, transferred or assigned its rights and obligations under this Purchase Order, or has partnered, by another Purchase Order or purchase order, with another entity to perform the requirements of this Purchase Order.

33. BACKGROUND SCREENING

A Qualified Entity includes a business or organization, whether public, private, operated for profit or not-for-profit, or voluntary, which provides care or care placement services, including a business or organization that licenses or certifies others to provide care or care placement services in accordance with §943.0542, Florida Statutes.

A Covered Individual includes individuals who have, seeks to have, or may have access to children, to a childcare location, to the children, families, or child care centers served by the Coalition or other Qualified Entity.

If the services required in the Scope of Services qualifies the Vendor as a Qualified Entity and the Vendor's employee, subcontractor, or agent qualify as Covered Individuals, prior to providing any services under this Purchase Order, the Vendor shall require its employees, subcontractors, or agents providing services under this Purchase Order to undergo a level 2 background screening or rescreening in accordance with §435.04, Florida Statutes, to include fingerprinting for statewide criminal history records checked through the Florida Department of Law Enforcement and national criminal history records through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

If the Vendor qualifies as a Qualified Entity but the Coalition determines that certain of the Vendor's employees do not meet the definition of a Covered Individual, but that such persons have access to Confidential or Proprietary Information, those individuals shall undergo a level 1 background screening or rescreening in accordance with §435.03, Florida Statutes, including screening for employment history, statewide criminal correspondence checks through the Florida Department of Law Enforcement, a check of the Dru Sjodin National Sex Offender Public Website, and a local criminal records check through local law enforcement agencies.

The Vendor shall provide a completed Background Screening Attestation utilizing the Coalition's form, identifying the specific individuals which will be performing services under the Purchase Order certifying that they comply with the requirements of §§435.01 or 435.02, Florida Statutes, as applicable. In the event a background screening or rescreening of the Vendor its employees is required by the Coalition and said screening reveals information that either would place the Coalition or the Vendor in violation of applicable law or raises legitimate concerns for the Coalition, the Vendor and its employees, representatives, or agents will not be allowed to perform service under this Purchase Order until such time as the Vendor receives the prior written consent of the Coalition that it is in compliance with applicable laws. The Vendor shall require its employees, subcontractors, or agents performing under this Purchase Order to notify the Vendor upon arrest for any criminal offense. The Vendor shall notify the Coalition within 24 hours of learning of the arrest of such employee or agent.

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CERTIFICATIONS

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.

The undersigned Vendor attests and certifies that neither it nor any of its subcontractors, owners, officers, partners, directors, other principals, employees, or independent contractors:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from securing federally funded contracts by a federal department or agency;
2. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
3. Have within a three-year period preceding this Purchase Order been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
4. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph A.2. of this certification;
5. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default; or
6. The terms “debarred”, “debarment” “suspended” “ineligible” and “voluntarily excluded” shall have the same meaning as set forth in those applicable federal statutes and codes such as **2 CFR Part 376, 29 CFR Part 95 and 45 CFR Part 74** as well as any Executive Orders such as 12549.

B. CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Purchase Orders. The undersigned Vendor certifies the following:

Pursuant to §216.347, Florida Statutes, no funds awarded under this Purchase Order can be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency. The provisions of the aforementioned statute are supplemental to the provisions of §11.062, Florida Statutes, and any other law prohibiting the use of state funds for lobbying purposes, which include. But is not limited to 45 Code of Federal Regulation (“CFR”) §93 (New Restrictions on Lobbying). In accordance with 2 CFR §200.415, (Required Certifications), the Vendor hereby certifies that any federal funds or awards that received from the Coalition as a result of this Purchase Order will not be used for lobbying. If the Vendor has or will pay any funds *other than federal appropriated funds* to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employees of Congress, or employee of a member of Congress in connection with or relation to this Purchase Order, the Vendor shall complete and submit [Standard Form – LLL, Disclosure Form to Report Lobbying](#), according to its instructions.

C. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

Pursuant to the Drug-Free Workplace Act of 1988, (41 USC 701 et. set) and its implementing regulations codified at 2 CFR Part 182 (Common Rule), the Vendor hereby attests and certifies that the Vendor will provide a drug-free workplace and shall comply with the applicable federal requirements for requirements for

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maintaining a drug-free workplace which include but not limited to require posting of notices, awareness programs, notification by employee to employer regarding any convictions for drug-related offenses and Vendor taking appropriate personnel actions. The Vendor acknowledges that a workplace could be a child care center, a family child care home, a training facility or the Coalition offices.

D. EQUAL OPPORTUNITY & NONDISCRIMINATION

The Vendor attests and certifies that it is in compliance with E.O. No. 11246, Equal Employment Opportunity (30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 comp. p. 339), September 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of October 13, 1967, amended, and as the Department of Labor regulations (41 CFR part 60) Office of Federal Compliance Programs, Equal Opportunity, Department of Labor supplements. See 45 CFR 75, Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*. See also 29 CFR Part 37, 45 CFR Part 80, 45 CFR Part 84, 45 CFR Part 86 and 45 CFR 91.

The Vendor further attest and certifies that the Vendor shall not discriminate against any employee employed in the performance of this Purchase Order, or against any applicant for employment because of race, creed, color, disability, national origin, sexual orientation, marital status, age, religion, or gender. The Vendor further attests and certifies that the Vendor shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management. The Vendor agrees to insert a similar provision in all subcontracts that shall meet the requirements of those applicable federal and state statutes as it pertains to discrimination and harassment in the workplace.

E. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES

The Vendor hereby attests to and certifies the following:

1. Convicted Vendor List

The Vendor, as well as any of its subcontractors, vendors or sub-recipients receiving funds, whether directly or indirectly, from this Purchase Order is operating in compliance with Sections 287.133(3)(a) and (b), Florida Statutes and the Vendor and any subcontractors, vendors or sub-recipients are not disclosed on the [Florida Department of Management Services website](#). The Vendor understands and agrees that it must inform COALITION immediately upon any change of circumstances regarding this status and will complete the required certification disclosures as directed by the COALITION. Parties excluded from receiving federal contracts or financial and nonfinancial assistance and benefits may not receive federal or state funds. The Vendor further certifies that it is not on the Federal Excluded Parties List or the United States Department of Agriculture Food Program National Disqualified List. The Vendor shall maintain verification documentation as required state or federal law, whichever is applicable.

2. Discriminatory Vendor List

The Vendor as well as its employees, agents, parent or affiliate(s), is operating in compliance with Section 287.134(2)(a), Florida Statutes in that the Vendor has not been placed on the convicted vendor list or discriminatory vendor list which can be found on the [Florida Department of Management Services website](#). The Vendor agrees and acknowledges that the Vendor must inform the COALITION immediately upon any change of circumstances regarding this status and will complete the required certification disclosures as directed by the COALITION.

3. Scrutinized Company List

The Vendor and any actively-contracted company is operating in compliance with Sections 287.135(3) and (5) in that the Vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section [215.473](#),

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Florida Statutes, or that it does not have business operations in Cuba or Syria and is not is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or participating in a boycott of Israel. The Vendor further acknowledges and agrees that the COALITION may immediately terminate this Contract for cause if the Vendor is found to have submitted a false certification or if the Vendor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of this Contract. Further, all the Vendor acknowledges and agrees that the Purchase Order considered a material breach of this Purchase Order, and the Purchase Order shall be unilaterally terminated by the Coalition if the Vendor and any actively-contracted company for the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

F. CONFLICT OF INTEREST

The Vendor further attest and certifies that the execution of this Purchase Order does not violate the Coalition's Conflict of Interest Policy, the State of Florida Code of Ethics or any applicable federal or state law concerning conflicts of interests. The Vendor agrees to abide by and be governed by these conflict of interest policies and laws throughout the course of this Purchase Order and in connection with its obligations hereunder.

The Vendor acknowledges that it is required to disclose any contracts or conflicts of interest, whether perceived or actual, that the Vendor may have with any *Contractor* of the Coalition. If the Vendor has a contract with a Contractor that would not expire prior to the Term of this Purchase Order and said Contractor is currently in a contract with the Coalition, the Vendor shall disclose the following regarding the Vendor's contract:

1. The specific work being delivered or performed by the Vendor for the Contractor.
2. Whether or not the contract with the Vendor is being paid for, whether directly or indirectly, with funds provided to the Vendor by the Coalition.

Based on the aforementioned disclosure of its contractual relationship with another Contractor of the Coalition, the Coalition will decide whether or not to enter into a contract or purchase order with Vendor if there is a conflict and may notify the Vendor of the same.

The Vendor further warrants and represents that neither Vendor, nor any of its employees, members of its board of directors, shareholders, or officers, have a contractual or familial relationship, whether by blood, marriage, or adoption, with an employee, officer, or member of the board of directors for the Coalition. In the event the Vendor, whether through itself or through its employees, board of directors, shareholders, or officers, does have a contractual, business or familial relationship, whether by blood, marriage or adoption, with an employee, officer, board member for the Coalition, Vendor shall disclose the relationship to the Coalition in writing with sufficient detail prior to the execution of this Purchase Order or the performance or delivery of services, whichever is earlier, in order for the Coalition to determine the existence of an unallowable conflict of interest. If the Coalition desires to enter into in a contract or purchase order with the Vendor and the Vendor is a Board member, employee, or the family member of a Board member or employee of the Coalition, the Vendor and Coalition shall comply with §1002.84(20), Florida Statutes, prior to entering into the Purchase Order.

G. PUBLIC RECORDS

All of the Vendor's records as it relates or concerns this Purchase Order are classified as public records pursuant to Chapter 119, Florida Statutes, and must be open and available for inspection by any person unless otherwise determined to be confidential or exempt by law. The Vendor shall provide the public with access to public records on the same terms and conditions that the Coalition would provide the records and at a cost that does not exceed

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the allowable cost authorized in Chapter 119, Florida Statutes or other Florida law. Upon request of the Coalition, the Vendor shall provide the Coalition with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost or expense to the Coalition. The Vendor shall indemnify and hold the Coalition harmless from any liability arising due to the Vendor's failure to comply with Florida's public records laws.

The Vendor shall notify the Coalition within one (1) business day of receipt of a public record request, whether verbal or in writing, related to records produced pursuant to the Purchase Order. The Vendor shall forward the public records request in writing to the Coalition in order for the Coalition to review and process the request and to determine the exempt or confidential nature of the record as it pertains to public disclosure. If the Coalition determines that all or part of the requested records must be disclosed to the public and said records are in the possession of the Vendor, the Coalition may direct the Vendor to disclose those non-exempt or non-confidential records to the requesting party. If the Vendor believes that the records to be disclosed contain confidential or exempt information and are either the exclusive property of the Vendor or another third party, the Vendor shall identify as well as provide an adequate explanation or description regarding the exempt, confidential or proprietary nature of the content of the records or information to the Coalition prior to responding to the request. If the Coalition is in Purchase Order with Vendor, the Vendor may withholding of the disclosure of the records so long as it provides the requestor with the required citation and justification for the information withheld. The Coalition may direct the Vendor to redact records containing confidential or exempt information. In the event Vendor believes it must disclose the record to comply with applicable law or such disclosure is being made to comply with a court order or a federal or state agency directive, Vendor will notify the Coalition in writing prior to disclosure so that the Coalition may review and assert any challenge it may deem appropriate in a court of competent jurisdiction or by agency appellate proceeding.

If the Coalition has a public records policy, the Coalition shall make the policy available to the Vendor and the Vendor shall follow the Coalition's policy. If there is an unallowable conflict between applicable Florida law and the Coalition's public records policy, applicable Florida law shall control.

The Vendor shall comply with all public record requirements and specifically:

- a. Keep and maintain public records required by the Coalition to perform the services required under this Purchase Order;
- b. Upon request from the Coalition's custodian of public records, provide the Coalition with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession after the Vendor transfers the records in its possession to the Coalition; and
- d. Upon completion of the contract, Vendor shall transfer to the Coalition, at no cost to the Coalition, all public records in Vendor's possession. All records stored electronically by the Vendor must be provided to the Coalition, upon request from the Coalition's custodian of public records, in a format that is compatible with the information technology systems of the Coalition.

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- e. If the Vendor keeps and maintains public records upon the completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Coalition upon request from the Coalition's custodian of public records, in a format that is compatible with the information technology systems of the Coalition.
- f. The failure of Vendor to comply with the provisions set forth in this Article shall constitute a default and breach of this Purchase Order.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER
119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC
RECORDS RELATING TO THIS PURCHASE ORDER, CONTACT THE CUSTODIAN
OF PUBLIC RECORDS AT**

**CONTRACT ADMINISTRATOR
EARLY LEARNING COALITION OF BROWARD COUNTY, INC
1475 WEST CYPRESS CREEK BOULEVARD, SUITE 301
FORT LAUDERDALE, FL 33309
contracts@elcbroward.org**

H. REPORTING FRAUD AND WHISTLEBLOWER PROTECTION

In accordance with 45 CFR §75.113 (also 2 CFR §200.113), *Mandatory disclosures*, the Vendor attests and certifies that the Vendor shall comply with and inform its employees of mandatory reporting requirements. Each employee of the Vendor and any agent, subcontractor, sub-recipient, contractor or vendor providing services in connection with this Purchase Order shall disclose to the Coalition and DEL'S Inspector General in a timely manner and in writing all violations involving fraud, bribery or gratuity violations potentially affecting this Purchase Order or the related federal/grant program(s). The Coalition is required to review and consider any publicly available information about the Vendor in the Federal Awardee Performance and Integrity Information System ("FAPIIS"). See <https://fapiis.gov>.

In accordance with §112.3187, Florida Statutes, the Vendor further attests and certifies that the Vendor 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, the Vendor attests and certifies that the Vendor 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 Vendor further attests and certifies that the Vendor shall inform its employees that they and other persons may file a complaint with the Coalition, the Office of the Chief Inspector General, the DEL'S Inspector General, and the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353. Additional local Vendor policy and procedures also apply. The Vendor will also be subject to the Coalition's Whistleblower Policy and Procedures. In the event there is an unallowable conflict between this provision and the Coalition's Whistleblower Policy and Procedure, the provision of this Purchase Order shall control. In the event there is an unallowable conflict between applicable federal and state law and the Purchase Order as it pertains to any applicable whistleblower issues arising under this Purchase Order, the applicable federal and state law shall control.

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I. PROCURMENT OF RECOVERED MATERIALS

The Vendor certifies compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

J. CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT COMPLIANCE
(Only Applies to Purchase Orders in excess of \$150,000)

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

K. MANDATORY REPORTING OF CHILD AND ELDER ABUSE

Any employee, officer, or agent of the Vendor performing services under this Purchase Order shall report to the central abuse hotline at 1-800-96-ABUSE if they know or has reasonable cause to suspect that any of the following have occurred:

- a. Child abuse, abandonment, or neglect by a parent or caregiver, which includes, but is not limited to, when a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare or when a child is in need of supervision and care and has no parent, legal custodian, or responsible adult relative immediately known and available to provide such supervision and care.
- b. Child abuse by an adult other than a parent, legal custodian, caregiver, or other person responsible for the child's welfare.
- c. A vulnerable adult has been or is being abused, neglected, or exploited.