

Episcopal Children's Services

March 29, 2021

8443 Baymeadows Road

Jacksonville, Florida 32256

Invitation to Bid and Statement of Work

Project Title: Certified Public Accountants for Episcopal Children's Services

Introduction: Episcopal Children's Services (ECS) is a nonprofit, based in Jacksonville, Florida. A recognized leader in early childhood education for more than 50 years, ECS serves over 25,000 children and their families in 14 counties: Baker, Bradford, Clay, Duval, Nassau, Putnam, St John's, Alachua, Marion, Lake, Citrus, Gilchrist, Dixie, and Levy. .

Project Background: This bid is for the ECS annual fiscal audit and tax return preparation. The deliverables will include: 1) Audit of ECS; 2) Audit in accordance with the Uniform Guidance, and The State of Florida Single Audit; 3) 403 (b) plan audit; 4) Preparation of the tax form 990.

Scope of Work:

Audit the financial statements of Episcopal Children's Services, Inc., which comprise the statement of financial position as of June 30, 2021, the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements. Also, the following supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, in accordance with auditing standards generally accepted in the United States of America.

- 1) Schedule of Expenditures of Federal Awards
- 2) Schedule of Findings and Questioned Costs

At the conclusion of the engagement, the auditor will complete the appropriate sections of the Data Collection Form that summarizes the audit findings. It is ECS' responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. The auditor will coordinate the electronic submission and certification with ECS. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

The audit objective is the expression of an opinion about whether the ECS financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the Chapter 10.650 of the Rules of The Florida Auditor General, if necessary.

The firm will prepare the organization's federal and state information returns for the year ended June 30, 2021 based on information provided by ECS. They will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Organization in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by ECS.

The auditor will perform the services in accordance with applicable professional standards, including the Statements on Standards for Tax Services issued by the American Institute of Certified Public Accountants. The other services are limited to the financial statements, schedule of expenditures of federal awards, related notes, and tax services previously defined.

Episcopal Children's Services' Responsibilities

ECS is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. ECS is also responsible for making all financial records and related information available to the auditor, and for the accuracy and completeness of that information.

ECS will prepare all cash, accounts receivable, and other confirmations requested by the auditor and will locate any documents selected by the auditor for testing.

The auditor will provide copies of the reports to ECS; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of the reports are to be made available for public inspection.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date, Oversight Agency for Audit, or Pass-through Entity. If the auditor is aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, the auditor will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Fees

The audit/documentation/information returns fees charged to ECS should be quoted and itemized based on hourly charges. The fees should assume reasonable cooperation from ECS personnel. If at some point during the work, significant additional time is deemed necessary to complete the work that is not the result of a quotation miscalculation on the part of the auditor, ECS will negotiate with the auditor in good faith to arrive at a new fee estimate before additional costs are incurred.

Additional Requirements

- Contractor is responsible for all travel costs and arrangements. These costs should be built into the bid proposal.
- Contractor will provide ECS with a certificate of insurance.
- Contractor is responsible for any required materials to perform the project.
- Payment terms will be 30 days after the satisfactory completion of the work. Progress payments are not acceptable for this engagement.
- ECS will have the right and option to terminate the agreement for convenience at any time during the performance of the project. However, ECS will pay to the contractor, all reasonable costs incurred before the termination is finalized.
- Contractor to supply two business references to ECS that can speak directly to the contractor's technical expertise and quality of work as it relates to the essential tenants of this proposal.
- By submitting a proposal to ECS, the contractor agrees to the stated terms in this document unless objections are addressed directly in the contractor's proposal.
- Contractor may propose a multi-year contract. If a multi-year contract is proposed, the contractor must define the annual cost to ECS for each year of the contract term.
- The contractor must have a CPA license.

Timeline: Requests for quotation will be issued to all participants on Monday, March 29, 2021 at 8 a.m. Eastern time. Contractor must submit their sealed quotation to John Hougendobler by mail or express service to the following address: Episcopal Children's Services, attn. John Hougendobler, 8443 Baymeadows Road, Suite 1, Jacksonville, FL 32256. All bids must be received by 4 p.m. Eastern time, April 30, 2021. Bids will be opened at 9 a.m. Eastern time on Monday, May 3, 2021. The bid award will be made no later than 5 p.m., Friday, May 7, 2021. Work should begin no later than August 2, 2021 and MUST be fully completed no later than 5 p.m. Thursday, September 23rd

Criteria for Selection of winning bidder:

1. Demonstrated knowledge of subject matter.
2. Demonstrated experience in performing the scope of work.
3. Ability to meet the required timeline.
4. Acceptance of ECS terms and conditions.
5. Total cost.

Bid Format:

1. An introduction to the contractor's company: include history, experience, qualifications, and principal employees.
2. A statement that speaks to the contractor's specific knowledge and qualifications as related to the scope of work requested by ECS.
3. A detailed statement of the work that will be delivered by the contractor to ECS.
4. A statement that defines how many contractor employees will be working on the project, along with their names and qualifications if known.
5. An estimated time line.
6. A representative Client List.
7. An itemized price quotation.
8. A statement that confirms the contractor's agreement to ECS terms and defines any objections.
9. Any other information pertinent to the bid and not requested by this document.
10. Include attachments of a COI and W9.

Bid Manager: John Hougendobler, Procurement Manager, ECS. 8443 Baymeadows Rd, Jacksonville, Florida 32257. Cell phone 901-482-2409. john.hougendobler@ecs4kids.org.

The bid manager will be the primary ECS contact during the bid process. All questions should be directed to him. Answers to questions submitted by bidders will be supplied to all RFQ participants. In the absence of the Bid Manager, the Project Manager may be contacted for critical needs.

Project Manager: Brian Zaletel, CFO, ECS. 8443 Baymeadows Rd, Jacksonville, Florida 32257. 904-726-1500, ext. 2106. Brian.zaletel@ecs4kids.org

Confidentiality

All information shared by Episcopal Children's Services with the contractor is strictly confidential. It is understood that unauthorized disclosure or use, whether intentional or unintentional, of Confidential Information by Receiving Party may be detrimental to the Disclosing Party. Accordingly, the parties agree:

1. To maintain in confidence the existence of this Agreement and the fact that discussions pertaining to the Project have occurred or are occurring between the parties.
2. Not to use any of the other party's Confidential Information for any purpose other than in connection with the Project.
3. To maintain all of the Confidential Information in confidence and not to disclose any portion of the Confidential information to third parties, except as permitted pursuant to this Agreement.
4. To cause each party's representatives who have access to Confidential Information to comply with the terms and provisions of this Agreement in the same manner as each party is bound hereby with each party remaining responsible for the actions and disclosures of such representatives.

A. In the event that the Receiving Party or its representatives receives a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued

by a court of competent jurisdiction or by a governmental or banking regulatory body, Receiving Party agrees to:

1. Immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such a request, so that it may seek an appropriate protective order and/or waive Receiving Party's compliance with the provision of this Agreement; and
2. If disclosure of such Confidential Information is required in the opinion of Receiving Party's counsel, at its own expense, promptly cooperate with the Disclosing Party in obtaining reliable assurances that confidential treatment will be accorded to the disclosed Confidential Information.

B. The parties acknowledge that the Confidential Information is the property of the Disclosing Party and the disclosure of the Confidential Information to Receiving Party does not convey any right, title or license in the Confidential Information to the Receiving Party. Receiving Party must only use the Disclosing Party's Confidential Information for the benefit of the Disclosing Party except to the extent authorized in writing by the Disclosing Party.

C. It is further understood that ECS does not grant Contractor the right to use or link to ECS's trademarks, service marks, trade names, business names, internet domain names, e-mail address names, telephone numbers, logos or other designations in any press releases, advertising, promotions or publications or on its external website without first obtaining ECS's prior written consent.

D. As part of the discussions regarding the Project between ECS and the Company, ECS may disclose to the Company, the name of principals, investors, buyers, vendors, suppliers or other ECS related contacts. The Company acknowledges and agrees that the identities of the contacts will be recognized as exclusive and valuable contacts of ECS and shall be considered Confidential Information. The Company agrees to keep confidential the names of any contacts and agrees that neither it nor any employee, agent, assigns, designee, or consultant of the Company will contact, deal with, negotiate or participate in any transactions specifically related to the products related directly to the Project without the prior written approval of ECS.

E. It is further understood and agreed that money damages would not be sufficient remedy for any breach by the Receiving Party of this Agreement and that Disclosing Party is entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach, and Receiving Party further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. Such remedy is not the exclusive remedy for Receiving Party's breach of this Agreement, but is in addition to all other remedies available at law or equity to Disclosing Party.

F. It is further understood and agreed that no failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder operates as a waiver thereof, nor does any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

G. No waiver, modification or amendment to this Agreement is valid unless in writing and signed by the parties hereto. References to Company and Receiving Party are deemed to include each of their subsidiaries, if any.

H. The provisions of this Agreement if not terminated earlier by mutual agreement of the parties, will terminate three (3) years after the Effective Date of a signed Agreement.

I. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign its rights of obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld.

ECS Terms and Conditions

1. Acceptance. Contractor's response to this RFQ shall constitute Contractor's agreement to the terms and conditions set forth within the entirety of this contract. Contractor may dispute and negotiate any term before final submission of their proposal. Notwithstanding the Episcopal Children's Services (stated as ECS throughout the remainder of this document) act of accepting and paying for any goods, no other terms contained in any bid, estimate, acknowledgment, confirmation or invoice given by Contractor shall in any way modify or supersede any of the terms of this contract or otherwise be binding on ECS unless accepted by a written instrument signed by an authorized representative of ECS.

2. Stipulations. The Contractor agrees to provide commodities or contractual services ECS within the manner and at the location specified in the contract and any attachments to the contract. Additionally, the terms of the contract supersede the terms of all prior agreements with respect to this purchase. Unless otherwise specified, the contract begins on the date of issuance. Contractual services or commodities to be provided by the Contractor shall be completed on or before the date specified by ECS and ECS shall always be entitled, upon request, to be advised as to the status of work being done by the Contractor.

3. Performance. If ECS determines that the performance of the Contractor is unsatisfactory, ECS will notify the Contractor of the deficiency to be corrected. The Contractor shall provide ECS with a corrective action plan describing how the Contractor will address all issues of contract non-compliance. A correction(s) will be made within a time-frame specified by ECS. Ultimately, if the Contractor fails to meet and comply with the deliverables established in this contract, ECS will prorate any payments pending and/or request a refund of payment in a proportionate amount equal to the goods/services not received. ECS, 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. Any payment made in reliance on the Contractor's evidence of performance, which is subsequently determined to be erroneous, will be immediately due to the ECS as an overpayment.

4. Purchase Order. ECS requires that a contractor have a purchase order, or a purchase order number issued by a representative of the ECS team before shipping any merchandise. The purchase order number must be shown on all invoices.

5. Payment Terms. Invoices on properly accepted goods or services will generally be paid within 30 days of receipt of the invoice or of the goods/services, whichever happens last. "Properly accepted" means receipt, inspection, and approval of the goods or services. In the case of a bona fide dispute, payment will be authorized only for the amount not disputed. Payment for goods delivered does not constitute acceptance those goods. ECS reserves the right to inspect and test such goods and to reject, and return to Contractor, at Contractor's expense, goods (a) delivered in excess of the quantity defined on the contract, (b) which do not conform to specifications, (c) which in any way violate any federal, state or local law, or (d) which are in any way defective. Defective or rejected goods shall not be replaced except upon the receipt by the contractor of written instructions from ECS. If ECS receives goods with a defect or nonconformity which are not apparent upon examination, ECS reserves the right to require replacement, as well as payment of damages upon discovery of the defect or non-conformity. Nothing contained in the contract shall relieve in any way the Contractor from the obligation of testing, inspection and quality control. The Contractor shall submit the final invoice for payment to ECS no more than 45 days after the contract ends or is terminated. If the Contractor fails to do so, unless waived in writing by ECS, all rights to payment are forfeited and ECS will not honor any requests submitted after the above 45-day time period. Any payment due under the terms of this contract may be withheld until all reports due from the Contractor and any necessary adjustment(s) thereto have been approved by ECS. ECS shall not be obligated to pay for costs incurred related to the contract prior to its effective date or after the ending date specified. Records of costs incurred under terms of the contract shall be maintained and made available to ECS upon request during the period of the contract, and for a period of five years thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by ECS for audit. The Contractor shall return to ECS any overpayments disbursed to the Contractor or by ECS due to unearned funds or funds disallowed pursuant to the terms of the contract. In the event the Contractor, ECS or an independent auditor discover an overpayment was received, the Contractor shall repay said overpayment within forty calendar days or be subject to interest charges on the unpaid balance.

6. Invoice Receipt Date. For the purposes of determining the receipt of invoice date, ECS is deemed to receive an invoice on the date on which a correct and accurate invoice is first received at 8443 Baymeadows Road, Ste 1, Jacksonville, FL 32256. Invoices received from contractors that have failed to supply ECS with a complete and accurate W-9 or other form that provides all necessary data to determine 1099 status, will be deemed insufficient for payment until such information is received.

7. Indemnification. To the extent permitted by Florida and Federal law, the Contractor agrees to indemnify, defend, and hold ECS, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the contract.

8. Payment of Contractor's Suppliers. In connection with this contract, the Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee or delegate.

9. Insurance. All contractor insurance policies shall be with insurers qualified and doing business in Florida. The contractor shall furnish ECS with proof of insurance coverage upon request. During the life of the contract, the Contractor shall obtain and keep in force, Errors and Omissions Insurance. Errors and Omission Insurance coverage shall not limit any liabilities or any other obligations that the Contractor has under the contract. The Contractor shall maintain adequate liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the Contract and any subsequent renewals and extensions. By execution of the contract, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and ECS as served under the contract. During the contract term, the Contractor, at its sole expense, shall provide workers' compensation insurance to all employees engaged in work related to the contract and in accordance with all federal and state statutes. Minimum employer's liability limits shall be \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate.

10. Bonding. Unless otherwise prohibited by law, ECS may require the Contractor to furnish, without additional cost to ECS, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder.

11. Jurisdiction. The laws of the State of Florida shall govern the contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action or dispute related to the contract. Further, the Contractor hereby waives 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 ECS. 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) contract Scope of Work.

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

13. Debarment and Suspension. If this contract relies on federal funds, the Contractor shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor also agrees it shall not knowingly enter into any lower tier contract or other covered transaction with a person who is similarly debarred or suspended from participating in the contract's scoped transaction. The Contractor represents and warrants that neither it nor any other entity affiliated with the Contractor is listed on the GSA's List of Parties Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." If the contract amount exceeds \$2000, the Contractor shall provide ECS with the required certification regarding its exclusion status and that of its principal employees. Further, in accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Contractor List or the Discriminatory Contractor List may not perform work as a contractor, supplier, subcontractor, or consultant under the contract with any Agency.

14. Facilitation Payments. The Contractor shall not, in connection with this or any other agreement with ECS, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any ECS employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any ECS officer or employee.

15. Inventions. If a discovery or invention arises or is developed in connection with the use of federal/state funds, ECS will refer it to OEL and the Florida 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 contract are hereby reserved to the state of Florida. The Contractor shall refer any such discovery to ECS.

16. Termination. Through a written notice to the contractor and per federal government publication 2 CFR Ch. II, Appendix II to Part 200, ECS may terminate for convenience any contract/agreement/purchase with a value equal to, or greater than \$10,000. 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 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 ECS, the Contractor

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

Applying to purchases over \$10,000 and pursuant to 2 CFR Part 200 Appendix II, item (B), in the event of termination of the Contract by ECS for cause or breach of listed terms and conditions, the Contractor shall be liable for the ECS's expenses for additional managerial and administrative services required to complete or obtain the services or items from another contractor.

17. Sub-contracting. The Contractor shall not subcontract any work under the contract without the prior written consent of ECS. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the contract without the prior written consent of ECS. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless ECS expressly waives such secondary liability. ECS may assign the contract with prior written notice to the Contractor. The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of ECS. ECS shall not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in its subcontracts under this contract.

18. Modifications. This contract may only be modified by a change purchase order agreed to by both ECS and the Contractor. Should a court determine any provision of the contract is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid.

19. On-time delivery. Time is of the essence of this contract, and if delivery of goods is not completed by the time promised, ECS reserves the right, without liability and in addition to other rights and remedies, to terminate this contract by notice effective when received by Contractor as to goods not yet shipped. If ECS terminates the contract for this reason, ECS reserves the option to purchase substitute items from an alternate supplier.

20. Shipping. The following shipping provisions shall apply to all POs unless otherwise indicated in the contract documents. All purchases are F.O.B. destination, transportation charges prepaid. Each shipment must be shipped to the address indicated on the face of the contract and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the contract number. A complete packing list must accompany each shipment. This shall also apply to any third party who ships items on behalf of a Contractor. No extra charges shall be applied for boxing, crating, 20000 packing, or insurance. The following delivery schedule shall apply: 9:00 AM – 4:00 PM eastern time, Monday through Friday, excluding legal holidays. ECS assumes no liability for merchandise shipped to other than the specified destination. Items received in excess of quantities specified may, at Agency's option, be returned at the Contractor's expense. Substitutions are not permitted.

21. Minority Businesses. ECS is an equal opportunity institution and encourages the use of Certified Minority Businesses (CMBE) and Small Businesses / Small Disadvantaged Businesses in the provision of all goods and services. CMBEs will have a fair and equal opportunity to compete for dollars spent by ECS. CMBE-related information shall be sent to the ECS Procurement Manager, 8443 Baymeadows Rd., Jacksonville, FL 32256.

22. Toxic Substances. If this contract involves the shipping of any item designated as a toxic substance, such shipment must be accompanied by a Material Safety Data Sheet (MSDS).

23. Conflict of Interest. The contractor certifies the Company's Directors and/or Principal Officers are not employed and/or affiliated with ECS, unless a current *Report of Specified Interest Form* has been approved.

24. Specifications. All goods and services must conform to specifications furnished by Contractor and approved by ECS or furnished by ECS. Contractor warrants that all goods have been tested for their safety and will be of merchantable quality and in compliance with federal, state and local health/safety laws, rules and regulations applicable to such goods. Contractor warrants that all goods will be of good material and workmanship and free from defect.

25. Pricing. This contract will not be filled at prices higher than specified on this document. Contractor agrees that any price decrease in effect at time of shipment will apply to this contract. Contractor warrants that the prices for the goods sold to ECS hereunder are not less favorable than those extended to any other customer for the same or similar goods during the term of this contract. If the Contractor reduces its prices for such goods during the term of this contract, the contractor agrees to reduce the prices hereof correspondingly. Contractor warrants that prices shown on this contract shall be complete, and no additional charges of any type shall be added without ECS's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating. Any cash discount periods will be calculated from receipt of invoice or receipt of acceptable goods, whichever occurs later, and not from the date of invoice. On invoices returned for correction, the cash discount period will be calculated from receipt of the corrected invoice.

26. Changes. ECS shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any changes cause an increase or decrease in the cost or the time required for performance of this contract, an equitable adjustment shall be made, and this contract shall be modified in writing accordingly. Contractor agrees to accept any such changes subject to this paragraph.

27. Force Majeure. Neither party shall be liable to the other for the consequences of any force majeure providing. However, if Contractor at any time becomes unable duly and timely to perform this contract for a period of 10 days or more, ECS shall be entitled to terminate this contract for cause.

28. Entire Agreement. This contract, and any documents referred to on the face hereof, constitute the entire agreement of the parties.

29. Background Checks. ECS may require the Contractor and its employees, agents, representative and subcontractors to provide fingerprints and be subject to such background checks as directed by ECS. The cost of the background check(s) shall be borne by the Contractor. ECS may require the Contractor to exclude selected Contractor's employees, agents, representatives or subcontractors based on the background check results.

30. Data Breach. The Contractor shall immediately notify ECS's Procurement Manager in writing of any Security Incident, Breach or Breach of Security in which personal and/or confidential information of ECS and/or its employees has been obtained by unauthorized sources. Contractor's notification shall be made in writing to ECS within 24 hours of the Contractor learning of the security incident or breach. Contractor's notification shall identify: a) the nature of the unauthorized use or disclosure; b) the confidential information used or disclosed; c) who made the unauthorized use or received the unauthorized disclosure; d) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; e) and 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 ECS. If ECS, at its sole discretion, determines that the Contractor has failed to comply with any confidentiality provision of this contract, or determines that prompt and satisfactory corrective action has not occurred, ECS has the unilateral right to suspend the contract until it is satisfied that corrective action has been taken or ECS may terminate the contract. If the contract is terminated, Contractor must immediately surrender to the ECS 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 ECS 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 contract.

31. Confidentiality. The Contractor understands and agrees to safeguard the confidentiality of the information which is the subject of this contract. All information included in the contract is deemed by ACH to be confidential, without exclusion. If unauthorized disclosure of the information occurs, or the confidentiality of the information are compromised in any way, the Contractor may be subject to both criminal and civil penalties. The Contractor shall not disclose public records that are exempt or confidential/exempt from public records disclosure requirements except as authorized by federal and state laws. The Contractor, its employees, subcontractors, agents, or any other individuals to whom the Contractor exposes confidential information obtained under the contract shall not store, or allow to be stored, any confidential information on any portable storage media or peripheral device with the capacity to hold information without encryption software installed. Failure to strictly comply with this provision shall constitute a breach of the contract. Upon termination of the contract for any reason, Contractor agrees to either return to the ECS 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 ECS 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 calendar days after the effective date of the conclusion of the contract. Within the forty-five days, Contractor shall certify on oath in writing to the ECS that such return or destruction has been completed. 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 the return or destruction is not feasible, Contractor shall continue the protections provided for in this contract as long as Contractor maintains the confidential information.

32. Document Review. The Contractor and any subcontractor used to provide the scoped goods/services will comply with their duty to cooperate in good faith with any reasonable requests from ECS or State officials to discuss, review, inspect or audit Contractor performance and compliance under this contract. Upon request, the Contractor shall grant access to all records pertaining to the contract to ECS, 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 refer to or relate to the contract. The Contractor shall retain such records for five (5) years after the expiration date of the contract. 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 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. The vendor acknowledges that expenditures by ECS in payment of dues or membership contributions as they pertain to the public agency from which or on whose behalf the payments are made, shall be public records pursuant to s. 119.01(3) F.S. If public funds are expended by ECS in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of that person, corporation, foundation, trust, association, group, or other organization which pertain to the public agency are public records and subject to the provisions of s. [119.07](#).

33. Taxes. Contractor is aware of and currently complies with requirements for full and timely payment of any federal taxes.

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

35. Security. The Contractor must employ adequate security measures to protect ECS's information, applications, data, resources, and services.

36. Fraud. The Contractor shall report to ECS's Procurement Manager within twenty-four chronological hours, all suspected or known instances of Contractor's operational fraud or criminal activities relating to the contract.

37. U.S. Based Work Product. The Contractor and its subcontractors and agents are prohibited from performing any of the contract services outside the United States, or sending, transmitting or accessing any School Readiness Program or Voluntary Prekindergarten Education Program or other program-related data pursuant to this contract outside of the United States unless approved by ECS in writing. The Parties agree that a violation of this provision will: a) Entitle ECS to immediately terminate the contract for cause upon email notice to the Contractor; b) Result in immediate and irreparable harm to ECS, entitling ECS to immediate injunctive relief. Entitle ECS to recover damages for the breach. These damages will include all reasonable costs incurred by the ECS for investigations, forensic investigations, data recoveries, notifications and remediation.

38. Contractor Legal Issues. The Contractor shall notify ECS of legal actions taken against it or potential actions, such as lawsuits, related to goods/services provided through this contract that may affect the Contractor's ability to deliver the contractual goods/services, or adversely impact ECS.

39. Recycle. The Contractor is required (to the maximum extent possible) to procure products or materials with recycled content when the FL Department of Management Services determines such products/materials are available.

40. Media. ECS does not endorse any Contractor, commodity or service. The Contractor shall not provide any information to any media representative or any other external party regarding the contract or any services delivered under the contract without prior written approval from the ECS. The Contractor shall also notify ECS of any inquiries received from any media outlet or representative. The notice shall be made to the ECS Procurement Manager within 1 hour by phone (904-674-6248) and in writing within 24 hours (8443 Baymeadows Rd, Ste 1, Jacksonville, FL 32256. The Contractor shall not use ECS's logo without the written approval of ECS. A sponsorship statement is required when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money. The Contractor is prohibited from using contract information, sales values, sales volumes, the names of ECS's stakeholders or customers within sales brochures or other promotions, including press releases, unless prior written approval is obtained from the ECS.

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

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

43. Travel. Travel expenses are reimbursed only if expressly authorized by the terms of the contract. Only travel performed in connection with approved contract activities are eligible for reimbursement. ECS requires travel reimbursements be submitted within thirty calendar days of the travel event.

44. Unauthorized Aliens. The Contractor agrees that unauthorized aliens shall not be employed by the contractor. ECS shall consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of the contract by ECS.

45. Delays. The delay or failure by the ECS to exercise or enforce any of its rights under the contract shall not constitute waiver of such rights.

46. Whistleblower. The Contractor and its subcontractors shall not retaliate against an employee for reporting violations of law, rule or regulation that creates and presents a substantial and specific danger to the public's health, safety, or welfare.

Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of any agency, public officer or employee. The Contractor and any subcontractor(s) shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, the Office of Early Learning's Inspector General, the Florida Commission on Human Relations or the Whistleblower's Hotline number at 1-800-543-5353.

47. Additional Regulation. Where applicable to this contract, all Contractors will abide by, and be in compliance with, the following federal and/or state statutes and regulations:

- A. 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."
- B. Federal Food Drug and Cosmetic Act including the Food Additives Amendment of 1958.
- C. Federal Insecticide, Fungicide, and Rodenticide Act.
- D. Electronic and Information Technology Accessibility standards provided in [Rule 60-8.002](#), F.A.C.; 282.603, F.S.; and 2 CFR 200.335, *Methods for collection, transmission and storage of information*.
- E. Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995.
- F. Certification of Minority Business Enterprises, Florida Statute 287.0943
- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)
- H. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)
- I. Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c)
- J. Davis-Bacon Act (40 U.S.C. 276a, et. seq.), as supplemented by USDOL regulations (29 CFR Part 5)
- K. Drug-Free Workplace compliant with 41 USC 81.
- L. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. 41 CFR Part 60.
- M. In accordance with Executive contract 11-116, the Contractor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system.
- N.** "Buy American Act" (P.L. 103-333, the USDOL, USDHHS, USDOE and Related Agencies Appropriations Act of 1995, section 507). Title XX of Public Law 103-227, the Pro-Kids Act of 1994 (as amended by the Pro Children Act of 2001, 42 U.S.C. 60.

Thank you for your interest in Episcopal Children's Services and we look forward to your participation in this bid event.

Regards,

John Hougendobler