



Request for Quote 2025FMS FACILITIES MAINTENANCE SERVICES

Released: August 1, 2025

The Early Learning Coalition of Osceola County (“the Coalition”) is soliciting quotes for **Facilities Maintenance Services**.

To select a vendor, the Coalition will request a quote for goods and services based on the specifications listed in **(Attachment A)**. All quotes received will be evaluated based on experience and qualifications.

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

1. General Information

The Early Learning Coalition of Osceola County is a nonprofit organization dedicated to ensuring early care and education for children in Osceola County. Created in 2000, the Early Learning Coalition is one of 30 like agencies that serve all 67 counties in the state of Florida and distributes both the Federal Child Care and Development Block Grant (“CCDBG”) and State based VPK dollars to a diverse group of childcare providers. Through a variety of affordable and innovative early education and voluntary pre-kindergarten programs, the Early Learning Coalition serves more than 7,000 children from birth to 12 years old and their families.

The Early Learning Coalition’s mission is to promote high-quality school readiness, voluntary pre-kindergarten and after school programs, that further the physical, social, emotional, and intellectual well-being of Osceola County children, with a priority toward ages from birth through age five.

2. Inquiries

All questions regarding this RFQ must be forwarded in writing by email to cgarcia@elcosceola.org on or before **August 5, 2025, by close of business day (4:00PM EST)**.

3. Scope of Work

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

4. Quotes Submission Instructions

Organizations intending to respond to this Request for Quotation (RFQ) are requested to submit their quotations via email to cgarcia@elcosceola.org no later than **August 13, 2025 by close of business (4:00 PM EST)**. The email subject line must include the **RFQ number and title**.

Submissions must include the following details:

- Legal company name
- Full name, title and email address of the individual authorized to sign the contract
- Business address
- Telephone number



In addition, please provide responses to the following questions:

- Is the organization a non-profit entity? (Yes or No)
- Is the organization a Florida minority-owned business? (Yes or No)
- Are there any related parties associated with this submission? (Yes or No)
 - *If yes, please identify the individual and their relationship with any member of the board or coalition staff.*

5. Timetable

	ACTIVITY	DATE
1	Last day for submission of written inquiries	August 5, 2025, 4:00 p.m. EST
2	Coalition response to written inquiries (Posted on our website)	August 8, 2025, 4:00 p.m. EST
4	Deadline for Receipt of Quotes	August 13, 2025, 4:00 p.m. EST
5	Time period for evaluation of quotes	August 14, 2025 – August 20, 2025
6	Anticipated Award	August 21, 2025

6. Evaluation Process

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

This RFQ will be awarded to qualified and responsive proposer(s) whose proposal is determined to be the most advantageous to the Coalition, based on an evaluation of price, quality, and other relevant criteria.

Multiple bids may be selected to best provide the goods and services and to meet the goals outlined in the Scope of Work for this RFQ.

7. Evaluation Criteria

Each quote will be evaluated based on the following criteria:

- Alignment with RFQ Scope of Work
- Timeliness, Professionalism, and Conciseness
- Expertise/Experience
- Availability of Resources
- Value of Product/Services

8. Contract

If the contract terms are not accepted, we reserve the right to proceed with the next highest-scoring vendor who best meets the RFQ criteria and aligns with the needs of our agency. If any subsequent vendor also declines the terms, we reserve the right to cancel this RFQ and reissue it to solicit additional proposals.



The term of the contract shall end on June 30, 2026, with the option to renew for additional periods not to exceed a total of three years. Renewal decisions will be based on a performance evaluation conducted at the end of each fiscal year, considering factors such as response time, effectiveness in issue resolution, compliance with safety standards, and overall contribution to office maintenance.

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

Please see attached Terms and Conditions (**Exhibit 2**) for review, if the undersigned shall be awarded this contract, the undersigned must execute the terms and conditions attached to this RFQ.

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Attachment A

SCOPE OF WORK

1. General Responsibilities

The facilities maintenance person will be responsible for performing general maintenance and repair tasks to ensure that all office facilities are maintained in optimal working conditions. This position is on an on-call basis, providing timely support as needed to address maintenance issues and minimizing disruptions to daily business operations. Services may include, but are not limited to, the following:

- Minor carpentry repairs (doors, locks, shelves, furniture)
- Drywall patching and painting
- Light plumbing (leaking faucets, clogged drains, toilet repairs)
- Light electrical work (replacing bulbs, switches, outlet covers)
- Basic HVAC filter replacements
- Installation of bulletin boards, wall mounts, and signage
- Flooring repairs (tile replacement, carpet patching)
- Facility inspections for minor issues and reporting of significant concerns
- Other maintenance tasks that may arise and are suitable for this role

2. Work Hours

- Services are generally provided during regular business hours: [8:00 AM – 4:00 PM].
- Emergency or after-hours work may be required in special circumstances, subject to prior approval.

3. Tools and Materials

- The facilities maintenance person is expected to supply basic tools required for the job.
- Materials and supplies necessary for specific tasks may be provided and reimbursed, contingent upon prior approval.

4. Performance Expectations

- All work must comply with applicable local building codes and safety regulations.
- Maintain a clean and organized work environment.
- Report any issues requiring specialist contractors or presenting safety hazards promptly.
- Ensure timely completion of all assigned tasks.



5. Reporting and Communication

- Maintain a detailed log of all work performed, including dates and task descriptions.
- Communicate regularly with the Office Manager.
- Inform the Office Manager promptly of any delays, additional work requirements, or safety concerns.

6. Evaluation

- Performance will be reviewed at the end of the fiscal year contract based on response time, issue resolution effectiveness, compliance with safety standards, and overall contribution to office maintenance.

7. Insurance and Licensing

- Proof of liability insurance and any relevant licenses or certifications must be provided prior to commencing work.

8. Compensation

- Compensation will be calculated on an hourly basis, as outlined in the contract.

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Exhibit 1

RFQ 2025FMS
Facilities Maintenance Services
RFQ EVALUATION CRITERIA

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

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

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

Selected Vendor:_____

Comments: _____

Evaluator Name:_____

Signature:_____

Date:_____

Minimum Disclosures to Vendors/Contractors and PO's

Each party shall perform its obligations in accordance with the following listed terms and conditions for this Purchase Order (PO) or contract. Use the links provided for each topic to access and review full instructions. *Note: additional federal and state clauses (not included in these lists) are required for subrecipient POs, contracts, or other agreements.*

Required clauses – all purchases of services and/or commodities

[Certified Minority Business Enterprise \(CMBE\) reporting](#)

[Conduct of business – federal/state laws govern](#)

[Confidentiality and safeguarding information](#)

[Conflict of interest/related party activities](#)

[Convicted/discriminatory vendors](#)

[Cooperation with Inspector General](#)

[Debarment and suspension#](#)

[Filing and payment of taxes#](#)

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[No lobbying](#)

[Payment audit \(records of costs will be available upon request\)](#)

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[Payment timeframe - timely payments](#)

[Public records](#)

[Public access/public records requests](#)

[Waiver](#)

Additional required clauses for all purchases – triggered by a defined spending threshold

[Byrd Anti-Lobbying Certification#](#)

[Clean Air and Federal Water Pollution Control Act#](#)

[Contract Manager](#)

[Equal Employment#](#)

[Procurement of recovered materials#](#)

[Termination for Cause \(breach of terms\)#](#)

[Termination for Convenience#](#)

Additional clauses - purchases of services only – may also be triggered by spending threshold

[Background checks](#)

[Contract Work Hours and Safety Standards Act#](#)

[Copeland Anti-Kickback Act#](#)

[Davis Bacon Act, as amended#](#)

[Drug Free Workplace#](#)

[E-Verify](#)

[Independent Contractor](#)

[Purchase of American-Made Equipment and Products#](#)

[Rights to Inventions#](#)

#Provision is required for purchases funded with federal grant program monies

Minimum Disclosures to Vendors/Contractors and PO's

Background checks

The ELC shall require any subrecipient, contractor, or subcontractor it retains that also meets the definition of qualified entity to likewise register and have all the employees it assigns to work under the terms of this agreement screened in a manner consistent with 943.0542, F.S. The ELC shall ensure background screening of subrecipient, contractor, and subcontractor staff is complete prior to providing services under the contract. The ELC shall obtain and maintain on file the documentation that the individual complies with the background screening standards set forth in 435.04, F.S.

Byrd Anti-Lobbying Certification – applies to purchases over \$100,000

If this PO relies on federal funds, the Contractor must comply with federal laws that restrict lobbying including the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]). The Contractor shall also file the certification form required (see [ACF Certification regarding Lobbying](#)) by 49 CFR part 20, "New Restrictions on Lobbying."

Each tier (Contractor) certifies to the tier above (ELC) that it will not and has not used the PO/contract funds to pay for any federal-level lobbying activities. Prohibited activities include any person or organization paid for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with respect to this PO/contract. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certified Minority Business Enterprises (CMBE) reporting

The ELC is dedicated to supporting, tracking, and increasing its small minority business enterprise spending as 287.0943, F.S. requires. The Contractor shall report spending with these subcontractors with each invoice submitted for payment to the following address, with a copy to the ELC contract Manager.

1631 E Vine St, Ste E, Kissimmee, FL 34744 /cgarcia@elcosceola.org

Minority Business? Yes ☐ No ☐

Clean Air and Federal Water Pollution Control Act – applies to purchases over \$150,000

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

Conduct of business – federal/state laws govern

The laws of the State of Florida shall govern the PO. Each party shall perform its obligations herein in accordance with the terms and conditions of this PO/contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the PO. Further, the Contractor hereby waives all privileges and rights relating to the venue it may have under any other statute, rule or case law, including, but not limited to those based on convenience. The Contractor hereby submits to the venue in the county chosen by the ELC.

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

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

Minimum Disclosures to Vendors/Contractors and PO's

Confidentiality and safeguarding information

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

Conflict of interest/related party activities

Section 1002.84(20), F.S. prohibits ELCs (or an ELC's subrecipient) from entering into contracts with employees, governing board members, or relatives of either group without prior approval from the Division of Early Learning and a valid vote of approval by two-thirds of the ELC's governing board (or the governing board of an ELC's subrecipient). The impacted employees/board members must complete the necessary conflict of interest disclosure forms, must disclose the conflict of interest in advance of the board's vote and impacted governing board members must abstain from the voting process.

Related Parties? Yes ☐ No ☐

Name of Related Party _____

Relationship: Board Member _____ **Employee** _____

Contract Manager – applies to purchases of \$100,000 or more

A contract manager may be required for POs/contracts that receive \$100,000 or more from the ELC. Contact information is provided by the ELC if applicable.

Contract Work Hours and Safety Standards Act – applies to purchases of \$100,000 or more

If this PO relies on federal funds, the Contractor must comply with federal labor laws including the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*. These requirements apply to agreements that include salaries for laborers and for all contracts for repairs, improvements, or other construction activities. The Contractor and any subcontractors shall compute wages on a 40-hour week schedule and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous, or dangerous conditions or surroundings.

Convicted/discriminatory vendors

Neither it, nor any person or affiliate of the vendor has been convicted of a public entity crime as defined in Section 287.133, F.S. and has not been placed on the convicted or discriminatory vendor list at the federal or state levels.

Cooperation with Inspector General

Pursuant to s. 20.055(5), F.S., the Contractor and any subcontractor(s) used to provide the scoped goods/services understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the PO/contract. The Contractor shall retain such records for five (5) years after the expiration date of the PO/contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer.

The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the ELC which result in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees.

Minimum Disclosures to Vendors/Contractors and PO's

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

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

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

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

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

Debarment and suspension

If this PO relies on federal funds, in accordance with Federal Executive Order 12549 and 2 CFR Part 376 regarding Debarment and Suspension, the Contractor shall agree and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor also agrees it shall not knowingly enter into any lower tier contract or other covered transaction with a person who is similarly debarred or suspended from participating in the PO's scoped transaction(s).

Drug Free Workplace – *applies to purchases of services of more than \$100,000*

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

Additional online instructions to determine coverage for a specific contract or grant are available by contacting USDOL. [USDOL drug-free workplace advisor](#)

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

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

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

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system, <https://www.uscis.gov/e-verify>, to verify the employment eligibility of all new employees hired during the term of the PO for the services specified. The Contractor shall also include a requirement in subcontracts that the subcontractor(s) shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the PO term.

Minimum Disclosures to Vendors/Contractors and PO's

Filing and payment of taxes

None of the federal/state grant funds made available to the ELC may be used to enter into a PO/contract or any other agreement with any corporation that has any unpaid Federal tax liability. Acceptance of these PO/contract terms indicates the Contractor is aware of and currently complies with requirements for full and timely payment of any federal taxes.

Florida Abuse Hotline reporting

Any employee of the Contractor shall comply with s. 39.201, F.S., and immediately report any knowledge or suspicion that a child is abused, abandoned, or neglected by any person responsible for that child's welfare. Contact the Florida Abuse Hotline (1-800-96ABUSE).

Funding availability/annual appropriation

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

Financial consequences

Section 215.971(1)(c), F.S. requires inclusion of financial consequences in the event of a Contractor's failure to perform the scoped transaction(s). If the Contract fails to meet and comply with the deliverables established in this PO/contract, the ELC will prorate any payments pending and/or request a refund of payment in a proportionate amount equal to the goods/services not received.

Independent Contractor

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the ELC. The ELC is not bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under this PO/contract.

No lobbying

In accordance with sections 11.062 and 216.347, F.S., no funds from the PO/contract may be used for lobbying the state Legislature, the judicial branch, or any state Agency. Acceptance of these PO/contract terms indicates the Contractor is aware of and currently complies with the described lobbying activity restrictions. The Contractor shall require all subcontracts include this certification language, which is a material representation of fact upon which the parties placed reliance when they made or entered into this transaction.

Payment audit (records of costs will be available upon request)

Records of costs incurred under terms of the PO shall be always maintained and made available to the ELC upon request during the period of the PO, and for a period of five years thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the ELC for audit.

Payment and fees

The ELC shall not be obligated to pay for costs incurred related to the PO/contract prior to its effective date or after the ending date specified.

Minimum Disclosures to Vendors/Contractors and PO's

Payment made after written "agency" acceptance

The Contractor will be paid upon submission of properly certified invoice(s) to the ELC after delivery and acceptance of commodities or contractual services is confirmed in writing by the ELC. Invoices shall contain sufficient detail for audit thereof and shall contain the PO and the Contractor's Federal Employer Identification Number or Social Security Number.

Payment timeframe - timely payments

Section 215.422, F.S., provides that entities have five (5) working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems obtaining timely payments from an entity may be contacted at 850-413-5516, or vendors may call the State Comptroller's Hotline at 1-800-848-3792.

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

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

Public records

If the vendor meets the definition of "Contractor" in Section 119.0701(1)(a), F.S., the Contractor shall comply with state public records requirements. All Contractor records for the scoped transaction(s) are available for public inspection unless expressly exempt from Sec 24(a) of the State Constitution and s. 119.07(1), F.S. The Contractor shall keep and maintain records ordinarily and necessarily required by the ELC to perform the scoped transaction(s) of this PO/ contract. Records subject to these rules include files that support all receipts and expenditure of contract funds. These files may include, but are not limited to, procurement responses/applications, contracts, agreements, financial reports, and supporting documentation for scoped services. Project/contract completion has not occurred until all reporting requirements are satisfied, and final payments have been received/released.

The length of retention for these records in Florida is five years after the completion of the project, provided applicable audits have been released/closed. In no case will such records be disposed of before the five fiscal years minimum. Any of the records will be made available to the Office or its designees upon its request.

The PO/contract may be unilaterally canceled by the ELC for refusal by the Contractor to allow public access to records related to this PO/contract and/or for failure to keep and maintain records as described herein.

Public access/public records requests

If a public records request is received, the Contractor must provide notice to the ELC within one (1) business day pursuant to Chapter 119, F.S. The Contractor shall email to the address shown a copy of all documents provided to the public records requestor by the end of the day such records are sent to the requestor.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PO/CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Minimum Disclosures to Vendors/Contractors and PO's

ELC of Osceola County
Public Information Office
1631 E Vine St, Ste E
Kissimmee, FL 34744
(321) 219-6300
cgarcia@elcosceola.org

Purchase of American-Made Equipment and Products

The Contractor shall to the greatest extent practicable purchase all American made equipment and products with funds made available by this PO/contract. (P.L. 103-333, the USDOL, USDHHS, USDOE and Related Agencies Appropriations Act of 1995, section 507).

Rights to Inventions

Pursuant to s. 286.021, F.S., if a discovery or invention arises or is developed in connection with the use of federal/state funds, the ELC will refer it to DEL and the Department of State to determine whether patent protection will be sought in the name of the state of Florida. All patent rights accruing in connection with the performance of the PO/contract are hereby reserved to the state of Florida. The Contractor shall refer any such discovery to the ELC. In addition, the Contractor is subject to applicable federal regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements." See [Rights to Inventions](#) for complete details.

Termination for Cause (breach of terms) – *applies for purchases over \$10,000*

In the event of termination of the Contract by the ELC for cause or breach of listed terms and conditions, the Contractor shall be liable for the ELC's expenses for additional managerial and administrative services required to complete or obtain the services or items from another contractor.

Termination for Convenience – *applies for purchases over \$10,000*

The ELC, by written notice to the Contractor, may terminate the contract in whole or in part when the ELC determines in its sole discretion that it is in the state's best interest to do so. The Contractor shall not furnish any services after it receives notice of the termination, except as necessary to complete the continued portion, if any, of the PO/contract. The Contractor shall not be entitled to recover any cancellation charges or lost profit.

After receipt of a notice of termination, and except as otherwise specified by the ELC, the Contractor shall:

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

Waiver

The delay or failure by the ELC to exercise or enforce any of its rights under the PO shall not constitute waiver of such rights.