



# ELCHC Governance Committee Special Meeting

Thursday, August 4, 2022 at 4:00 pm

6302 E. Martin Luther King Jr. Blvd., Suite 100 Tampa, FL 33619

<https://us06web.zoom.us/j/87658459389?pwd=S1FPRDhmbGx5QnVLVkcveFBvYkEwUT09>

Meeting ID: 876 5845 9389

Passcode: 524294



## ELCHC Governance Committee Special Meeting

Thursday, August 4, 2022

### I. CALL TO ORDER

S. Holmquist  
Johnson

A. Roll call/Quorum Verification

### II. PUBLIC COMMENT I

*Individuals wishing to address the Early Learning Coalition of Hillsborough County Board of Directors must complete a Public Comment Request Card and submit it to the official recorder prior to the noticed start time of the meeting. Said comments will be limited to three (3) minutes per individual on a first come, first serve basis, and only at such time as is identified on the official meeting agenda for public comment. All public comment in Public Comment I must pertain to an item on the approved agenda*

### III. ACTION ITEMS

### IV. DISCUSSION ITEMS

A. Review Process & Draft of Request for Proposal  
for Executive Search Firm - 3

G. Meyer/F.  
Carraway/A.  
Fraga

### V. ADJOURNMENT

Posting RFP Process

<b><u>Date</u></b>	<b><u>Step</u></b>	<b><u>Performed By</u></b>
August 5, 2022 at 2:00 pm EST	1. Post RFP on ELCHC website for a minimum of 2 weeks	Alison Fraga/Erica Turchin
August 5, 2022 at 2:00 pm EST	2. Post RFP on vendor bid system (MyFloridaMarketPlace Portal) for a minimum of 2 weeks	Kelley Minney/Kiyana Scott

Review & Scoring Process

<b><u>Date</u></b>	<b><u>Step</u></b>	<b><u>Performed By</u></b>
August 22, 2022 at 2:01 pm EST	1. Disqualify all RFP's that were received after the RFP deadline.	Helen Sovich/Gary Meyer
August 22, 2022 at 2:01 pm EST	2. Disqualify all RFP's that do not meet the requirements of the RFP.	Helen Sovich/Gary Meyer
August 23, 2022	3. Confirm whether Offerors are CMBE's by verifying the official database. Prepopulate this in each of the scoring templates (5=CMBE, 1=not a CMBE, no score in between)	Gary Meyer/Helen Sovich
August 23, 2022	4. Send qualified RFP's to the scoring team (Governance Committee). Include: <ol style="list-style-type: none"> <li>a. Original RFP</li> <li>b. Scoring template</li> <li>c. RFP Summary, including a summary of each RFP with the following details:               <ol style="list-style-type: none"> <li>i. Vendor Name</li> <li>ii. Vendor Location</li> <li>iii. Cost (normalized so that all costs are of comparable quantity and services across all Offerors)</li> <li>iv. Whether they have a confirmed CMBE status</li> </ol> </li> <li>d. All qualified RFP responses</li> </ol>	Helen Sovich/Kiyana Scott/Frazier Carraway
TBD	5. Governance Committee special meeting to review and score proposals and makes recommended of search firm.	Governance Committee

**REQUEST FOR PROPOSAL TIMELINE & PROCESS**

Executive Search Firm for Chief Executive Officer

	6. Schedule Special Board meeting to approve recommended firm by Governance Committee	
TBD	7. Special Board Meeting to approve search firm	Board of Directors
TBD	8. Award bid, enter into contract with selected search firm	Helen Sovich/Gary Meyer/Frazier Carraway
TBD	9. Communicate a no award to those that did not receive the award	Helen Sovich/Gary Meyer
October 17, 2022 at 3:00 pm	10. Regular Board meeting/invite search firm to provide CEO search updates	Board of Directors/Helen Sovich



# **EARLY LEARNING**

COALITION OF HILLSBOROUGH COUNTY

## **REQUEST FOR PROPOSAL EXECUTIVE SEARCH FIRM FOR CHIEF EXECUTIVE OFFICER**

**August 5, 2022 – August 22, 2022**

**Inquiries and proposals should be directed to:**

**Helen Sovich  
Manager, Human Resources**

**Early Learning Coalition of Hillsborough County  
6302 E. Dr. Martin Luther King, Jr. Blvd.  
Suite 100  
Tampa, FL 33619  
813-515-2340  
hsovich@elchc.org**

## I. GENERAL INFORMATION

A. **Purpose.** The Early Learning Coalition of Hillsborough County (ELCHC) is accepting Proposals for all labor, equipment, and materials necessary to provide Executive Search Services as outline in SCOPE OF WORK. The ELCHC Board of Directors is seeking an executive search firm with superior knowledge and expertise, as well as proven success in the field of executive recruitment that will provide candidates for the position of Chief Executive Officer. The expectation is that the engagement will produce 5-8 qualified candidates for the Board to review. The target employment date for the Chief Executive Officer is **xxx**

a. **CEO Qualifications:** As it enters its 24<sup>th</sup> operating year, ELCHC is seeking a strategic, visionary and influential leader with the skills, passion and commitment to contribute to transformative change in the delivery of services to children, families and child care providers in Hillsborough County. The ideal candidate will have a deep commitment to creating a consumer-oriented operation, collaborative orientation to successfully partner with stakeholders, excellent conceptual abilities, superior management skills, solid financial expertise and thrive in diverse and innovative environments. Salary range: TBD in consultation with search firm subject to State of Florida limitations on salary

B. **Who May Respond.** Any U.S. based executive search firm

C. **Instructions on Proposal Submission.**

1. **Closing Submission Date.** Proposals must be submitted no later than 2:00 pm EST on Monday August 22, 2022.

2. **Inquiries.** Inquiries concerning this RFP should be emailed to:  
Helen Sovich  
Manager, Human Resources  
hsovich@elchc.org

3. **Conditions of Proposal.** All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not

be reimbursed by the Early Learning Coalition of Hillsborough County (the "Coalition"),

It is the responsibility of the Offeror to ensure that the proposal is received by the Coalition by the date and time specified above. Late proposals will not be considered.

To ensure a fair review and selection process, personnel submitting proposals are specifically requested not to make other contacts with Coalition staff or members of the Board of Directors regarding this proposal during the proposal's timeline. Failure to comply with this request will result in disqualification of the proposal.

- 4. Right to Reject.** The Coalition reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be drafted based upon the factors described in the RFP.
- 5. Restricted Communications.** Communications with the ELCHC personnel/and or ELCHC Board members, other than Project Manager, regarding this RFP may result in rejection of such Proposer.
- 6. ELCHC Project Manager.** Helen Sovich, designated Project Manager for procurement of the executive search RFP and for administration of the contract with the selected Proposer.
- 7. Incomplete Proposals.** *FAILURE TO RESPOND TO ANY ITEM INCLUDING ANY REQUESTED INFORMATION, OR FAILURE TO FOLLOW THE RFP MAY RESULT IN THE SUBMISSION OF AN INCOMPLETE PROPOSAL AND MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL FROM FURTHER CONSIDERSTION.*
- 8. Contract Term.** The estimated terms of the contract between the ELCHC and the selected Contractor is August 2022 to xxx
- 9. Right To Seek And Consider Clarifying Information.** The ELCHC may seek clarifying information regarding the proposal. Such clarifying information shall be provided by the Proposer in writing. Such clarifying information may not modify any material portion of the Proposal, affect the price, or give one Proposer an advantage not enjoyed by other Proposers.

- 10. Minority-Owned Businesses.** Efforts will be made by the Coalition to utilize woman, minority and/or service-disabled veteran owned businesses. No person or legal entity will be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any Coalition procurement on the basis of race, color, religion, national origin, age, sexual orientation, disability or marital status.
- 11. Notification of Award.** It is expected that a decision selection will be made within two (2) weeks of the closing date for the receipt of proposals. Upon conclusion of final negotiations, all Offerors submitting proposals to this Request for Proposal will be informed about the selection decision. If both parties cannot agree on prices for a formal contract, the work will be rebid.
- 12. Public Records:** All documents and other records as defined in the Public Records Law received from Proposers are public records in accordance with Chapter 119, Florida Statutes. All records as defined in Chapter 119, Florida Statutes, made or received by the Contractor as part of the Services are public records subject to inspection and copying as provided by Chapter 119, Florida Statutes. For example, candidate records and documentation submitted by the Contractor in support of a candidacy, along with any and all other documentation; including but not limited to: all conversation notes, print of on-line searches, etc., gathered by the search firm in connection with the scope of services covered by this Proposal, must be made available upon request for inspection and/or copying in accordance with Chapter 119 of Florida Statutes. Any and all such records and documents related to all candidates shall be provided to the Coalition immediately upon request, but not later than one (1) week after the request is made. However, the Public Records Law contains certain exemptions from public disclosure of certain information contained in public records, such as the social security numbers of candidates. In addition, Chapter 286 of the Florida Statutes, "Government in the Sunshine Law," requires that all meetings of the Coalition at which official acts are to be taken are declared to be public meetings, and are open to the public at all times. This includes all interviews and discussions with the selected search firm at which two (2) or more members of the Board may be present



**13. Public Entity Crimes.** Pursuant to Section 287.133(3)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**14. Proposal Format and Administrative Requirements.** Proposers shall submit their requests via email in PDF format. Proposals should be clearly marked as such. Proposals submitted by

**II. DESCRIPTION OF ENTITY.** The Early Learning Coalition of Hillsborough County (ELCHC) was created in response to the School Readiness Act (s. 411.01, Florida Statutes (FS)) in 2000 and is dedicated to ensuring quality early care and education for children in Hillsborough County. The Coalition is a nonprofit corporation which has been determined to be exempt from Federal income tax under Section 501 (c)(3) of the Internal Revenue Code.

The project included in this RFP will be funded 100% from federal funds, with disclosure to comply with Public Law (P.L.) 103-333, s. 508.

**Mission:** The Early Learning Coalition of Hillsborough County provides children, birth to 5 years, high quality, equitable and inclusive early learning experiences preparing them for success in school and life through the collaboration of families, educators, and the community.

**FAST FACTS:**

- Current number of staff: 145
- 2021-2022 Operating Budget: \$100,142,275
- Current number of board of directors: 22
- Approximately 1,200 child care providers in Hillsborough County
- 2021-2022 School Readiness children served: 18,468
- 2021-2022 Voluntary Pre Kindergarten (VPK) children served: 9,953

- Website to learn more: [www.elchc.org](http://www.elchc.org)

### **III. SCOPE OF SERVICES NEEDED**

The Coalition intends that the successful Proposer, once engaged, will conduct a focused search for qualified candidates for the position of Chief Executive Officer consistent with a search strategy agreed upon with the Coalition. To carry out this objective, the Coalition expects that the successful Proposer shall:

1. Develop and implement a strategy to perform an executive search and advertise locally, statewide and nationally to identify high quality applications from which an employment decision can be made. This strategy shall include outreach efforts designed to capture to a diverse slate of qualified candidates who might not have otherwise expressed an interest.
2. Consult with the Board to review the position profile established by the Board (background, education, training, experience, knowledge, skills and abilities, management style and other appropriate characteristics desires) of the ideal candidate for the position.
3. Review resumes of all applicants to ensure that they meet or exceed the qualifications set forth in the profile established in Section I -A - a
4. Conduct a comprehensive evaluation; provide weekly written reports to the Board regarding all candidates and conduct initial interviews of candidates who meet the criteria established in the profile to verify each applicant's experience. Further evaluation of the candidates shall include: vetting the interview results; conducting an in-depth reference check of the candidates by contacting the individuals who are, or have been, in positions to evaluate the on-the-job performance of the candidate; and conducting education, criminal, financial, media and civil litigation background checks that result in a list of three (3) to eight (8) candidates who are the most qualified and best suited for consideration by the Board.
5. Conduct in-depth interviews with all candidates to clarify any politically sensitive or potentially embarrassing issues that might arise in a candidate's background, in order to clearly understand the circumstances. Initial interviews

may be executed in person or electronically depending on what is the most financially efficient.

6. Respond within one (1) business day to any/all inquiries from the Human Resources Manager.

7. Consult with the Board Personnel Committee to develop an interview process to ensure the Coalition elicits information from each candidate that will lead to the selection of the most qualified among the candidate pool.

8. Facilitate, in-person, the interviews of finalists by the Board Personnel Committee at a public meeting. This includes advance design of the interview questions and process in coordination with the Board as well as coordination of candidate and Coalition stakeholder schedules and candidate travel.

9. Extend the initial executive search, at no additional cost to the Early Learning Coalition of Hillsborough County, if all candidates are rejected after an initial round of interviews.

10. Throughout the search and selection process, maintain timely and consistent communication with all who express interest in the position until each is notified of being excluded from further consideration.

11. Provide the Board with a complete breakdown of Equal Employment Opportunity (EEO) information on all candidates who express an interest in the position

#### **IV. CONTRACT ETHICS.**

1. No employee of the Coalition who exercises any responsibilities in the review, approval, or implementation of the proposal or contract shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.
2. It is a breach of ethical standards for any person to offer, give or agree to give any Coalition employee, Board of Director, or for any Coalition employee, or Board of Director to solicit, demand, accept, or agree to accept

from another person, a gratuity or an offer of employment whenever a reasonably prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.

- V. PROPOSAL SUBMISSION.** Proposals received after the deadline will not be accepted. It is neither Coalition’s responsibility nor practice acknowledging receipt of any proposal. It is the responder’s responsibility to assure that a proposal is received in a timely manner.

The Coalition reserves the right to reject any and all proposals, to waive irregularities and informalities, to request additional information from all respondents, and further reserves the right to select the proposal which furthers the best interests of the Early Learning Coalition of Hillsborough County.

Each proposal shall be considered binding and in effect for a period of ninety (90) days following the proposal opening.

- VI. PROPOSAL CONTENTS.** The Offeror, in its proposal, shall at a minimum include the following:

**1. Organizational information**

- a. Bidder name
- b. Address
- c. Email
- d. Phone, and preferred method of contact
- e. Indicate, if appropriate, if the firm is a small or Certified Minority Owned Business (CMOB include certificate with RFP)

**2. Methodology and Approach Narrative** – The Proposal shall include a narrative of the Proposer’s overall methodology and approach. Within the narrative, the Proposer shall include, but is not limited to, the following headings:

- a. An introduction and summary of the history of the firm.
- b. A list of key personnel of the firm who will be directly involved in working with the Coalition. This information should provide a brief resume, including years employed by the executive search firm and specific search processes that the individual has been involved with that have resulted in successful employment within the nonprofit

sector. The Proposal shall state the experience and expertise of designated personnel to identify strong candidates with relevant experience and conduct through background inquiries and reference checks.

- c. The Proposal shall describe the Proposer’s understanding of the overall objective and the objectives and deliverables for each Phase of the search. The Proposer should include a clear description of the work to be performed, the anticipated methodology used to complete the work (including specifically, methodologies for working in close consultation with the Board and the methodology for ensuring a diverse applicant pool) and the objectives to be reached and/or product to be delivered for each phase of the search. Describe resources and data which may be available to complete the search.
- d. The Proposer shall provide a work plan and timeline for carrying out the search. The Proposal must include the labor hours anticipated to complete the search, and must demonstrate the Proposer’s ability and willingness to meet the proposed search schedule.
- e. The Proposer shall state its total price for the services outlined in the Scope of Work. No additional fees, costs, Proposer travel expenses, advertising costs, printing costs, background checks, or other expenses will be billed the Early Learning Coalition of Hillsborough County.
- f. List of current and past clients of the firm especially similar nonprofit sector clients. The Proposer should include a minimum of five (5) references in the Proposal

**VII. RFP SCORING.** Proposals will be scored based on the following attributes and weights:

<b>Attribute</b>	<b>Weight</b>
Methodology and Approach	45%
Cost Value	20%
Certified Minority Owned Business	20%
References	15%

**VIII. RFP TIMELINE AND CONTRACT TEMPLATE.**

DRAFT



**Hillsborough County School Readiness Coalition, Inc.**

**D/B/A**

**Early Learning Coalition of Hillsborough County**

**Contracting With**

**{Insert Vendor Name}**

**For**

**{Insert Goods or Services}**

THIS AGREEMENT is made and entered into as of {Insert Date} (the "Effective Date") by and between the Hillsborough County School Readiness COALITION, Inc. DBA the Early Learning COALITON of Hillsborough County, with offices at 6302 E. Dr. MLK Jr. Blvd, Suite 100, Tampa, Florida, 33619 ("COALITION") at date of contract execution, and {Insert Vendor Name} with offices at {Insert Vendor Address} ("CONTRACTOR").

The COALITION and the CONTRACTOR agree to the following:

#### **A. Effective Term**

The term of this Contract shall commence on {Insert Commencement Date} or the date on which the Contract has been signed by the last party required to sign it, whichever is later ("Effective Date"), and shall conclude on {Insert End Date} ("Term").

#### **B. Purpose**

This AGREEMENT defines the professional services provided by the CONTRACTOR. The CONTRACTOR shall provide its professional services, as specified in the Scope of Work.

#### **C. Scope of Work**

The CONTRACTOR will provide the following:

COALITION hereby retains the services of CONTRACTOR for {Insert Goods or Services} in accordance with the Proposal submitted by the CONTRACTOR to the COALITION on {Insert Proposal Date} (the "Proposal"), a copy of which is attached hereto as Exhibit A and the terms of which are expressly incorporated herein by reference. {Insert Scope of Work details as needed}

#### **D. Due Date**

The CONTRACTOR agrees to be available and shall finish services by {Insert End Date}.

#### **E. Compensation & Payment**

1. The total price for all the work set forth in the Agreement shall not exceed {Insert Price}.
2. When both parties have signed this AGREEMENT, the COALITION agrees to make a payment upon receipt of a properly payable invoice which has been approved by COALITION management. {Insert Payment Schedule; Florida Statute does not allow for prepayment of goods or services} All goods and/or services are subject to final approval by a representative of COALITION prior to payment.
3. The COALITION shall make payment within thirty (30) calendar days of receipt of invoice.

#### **F. Indemnification**

The CONTRACTOR agrees to be liable for and to indemnify the COALITION against all claims, suits, judgment, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the CONTRACTOR, or arising out of the violation of any copyright law by the CONTRACTOR in the course of the performance of this AGREEMENT. In no event shall the CONTRACTOR be liable for or have any obligation to defend the COALITION against such claims, suits,



judgment, or damages, including costs and attorney's fees, arising out of the sole negligent acts of the COALITION.

## **G. Insurance and Risk Mitigation**

The CONTRACTOR shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the AGREEMENT and any renewal(s) or extension(s) of it. By execution of this agreement, 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 the clients to be served under the agreement.

1. Commercial General Liability
  - a. Each Occurrence \$1,000,000
  - b. Personal Injury \$1,000,000
  - c. General Aggregate \$3,000,000
  - d. Products & Completed Operations \$3,000,000
  - e. Damage to Rented Premises \$1,000,000
2. Automobile Liability
  - a. Combined Single Limit \$1,000,000
3. Worker's Compensation & Employers' Liability (E.L.)
  - a. E.L. Each Accident \$1,000,000
  - b. E.L. Disease-Each Employee \$1,000,000
  - c. E.L. Disease-Policy Limit \$1,000,000
4. Professional Errors and Omissions \$1,000,000

The CONTRACTOR will have and continuously maintain all other types of insurance as required by law. In the event that any of the coverage described above is canceled by the insurer for any reason, the CONTRACTOR shall immediately notify the COALITION of such cancellation and shall obtain replacement coverage acceptable to the COALITION and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage. All insurance policies shall be with insurers qualified and doing business in Florida. The COALITION shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance upon request.

## **H. Proprietary and Confidential Information**

1. CONTRACTOR agrees to hold in trust and confidence any confidential and proprietary information or data relating to COALITION business and shall not disseminate or disclose such information to any individual or entity, except CONTRACTOR's employees or subcontractor's performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the COALITION.
2. With respect to any confidential information, the CONTRACTOR's obligations of nondisclosure set forth above shall continue to apply to such information for as long after this Agreement expires or terminate, as such information remains confidential.
3. An item will not be considered confidential information of the COALITION if it is:
  - a. In the public domain prior to disclosure to the CONTRACTOR or subsequent to such disclosure but through no fault of the CONTRACTOR; or
  - b. Obtained from a third party not subject to a duty of confidentiality.

4. The CONTRACTOR agrees that any computer programs, software, documentation, copyrightable work, discoveries, improvements, or other deliverables (hereinafter “Work”) developed by the CONTRACTOR solely, or with others, resulting from the performance of CONTRACTOR’s responsibilities and obligations pursuant to this Agreement are property of the COALITION. If for any reason the Work would not be considered a work made for hire under applicable, law, for the consideration included herein, CONTRACTOR does hereby sell, assign, and transfer to the COALITION its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. CONTRACTOR agrees to provide whatever assistance is necessary for the CONTRACTOR to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

### **I. E-Verify**

1. The CONTRACTOR shall provide the COALITION within ninety (90) days of the effective date of this Agreement a copy of the “Edit Company Profile” screen indicating the enrollment in the E-Verify program.
2. CONTRACTOR further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above.
3. Pursuant to Florida Statute s 448.09, CONTRACTOR will not employ, contract with, or subcontract with an unauthorized alien as it relates to services included in the contract with the COALITION.

### **J. CONTRACTOR Information**

1. Independent CONTRACTOR Status: CONTRACTOR agrees that the relationship between CONTRACTOR and the COALITION is that of an independent CONTRACTOR for employment tax purposes. CONTRACTOR shall be solely responsible for self-employment, income or any other taxes relating to payments under this agreement including those of any employees.
2. The CONTRACTOR agrees that during the duration of this Agreement as a condition of the COALITION’s duty to perform under the terms of this Agreement that the CONTRACTOR will be in compliance with all applicable laws and regulations of the state and federal government.

### **K. Public Records Law Compliance, Access and Confidentiality**

1. All CONTRACTOR records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of CONTRACTOR to maintain records in a location accessible to the public.
2. Pursuant to 2 CFR §200.336, *Access to records*, CONTRACTOR agrees to provide access by Coaliton, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of CONTRACTOR which are pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity’s

personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

3. Representatives of Coaliton, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability ("OPPAGA"), and their duly authorized representatives, shall have access, for purposes of examination, to any books, documents, papers, and records, including electronic storage media, of CONTRACTOR as they may relate to this agreement.
4. CONTRACTOR shall maintain (or have immediate access to) books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by COALITION under this agreement.
5. COALITION shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of confidential information. COALITION agrees to make internal practices, books, and records, including policies and procedures and confidential information, relating to the use of and disclosure of confidential information received from, or created or received by CONTRACTOR on behalf of, COALITION available to COALITION upon request.
6. CONTRACTOR shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

#### **L. Remedies**

CONTRACTOR agrees to exhaust all administrative remedies, to the extent available, prior to seeking any other contractual or legal remedies.

#### **M. Representations and Warranties**

The CONTRACTOR will make no representations, warranties, or commitments binding the COALITION without its prior consent. The CONTRACTOR will hold no authority to speak as a spokesperson for, or to act or represent themselves as an agent of the COALITION.

#### **N. Debarment and Suspensions Disclosures**

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

#### **O. Termination Clause**

1. **Termination due to lack of funds.** If funds to finance the agreement become unavailable or if the state government withdraws or redirects funds upon which the agreement depends, COALITION may terminate the agreement in writing with no less than 24 hours' notice. The CONTRACTOR shall receive notice by certified mail with proof of delivery after being notified verbally by the COALITION or in person with proof of delivery. COALITION shall be the final

authority as to fund availability and will not reallocate funds earmarked for the agreement to another program, thus causing lack of funds.

2. **Termination for cause.** In the event of termination of this agreement by the COALITION for cause, CONTRACTOR shall be liable for COALITIONs expenses for additional managerial and administrative services required to complete or obtain the services or items from another CONTRACTOR.
3. **Termination for convenience.** COALITION by written notice to CONTRACTOR, may terminate the agreement in whole or in part when COALITION determines in its sole discretion it is in the COALITIONs interest to do so. CONTRACTOR shall not furnish any services after it receives the notice of termination, except as necessary to complete the continued portion, if any, of the agreement.
4. **After receipt of a notice of termination.** Except as otherwise specified by COALITION, CONTRACTOR shall:
  - a. Stop work under the agreement on the date of and to the extent specified in the notice.
  - b. Complete performance of the work not terminated by COALITION.
  - c. Take such action as may be necessary, or as COALITION may specify, to protect and preserve any property related to the agreement which is in the possession of CONTRACTOR and in which COALITION has or may acquire an interest.
  - d. Transfer, assign, and make available to COALITION all property and materials belonging to COALITION, upon the effective date of termination of the agreement. No extra compensation will be paid to CONTRACTOR for its services in connection with such transfer or assignment.
  - e. Meet all the public records law requirements specified under the section of this agreement on Public Records Law Compliance.

#### **P. Force Majeure**

1. Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.
2. If any of the causes this paragraph describes suspended or delayed performance in whole or in part, after the causes have ceased to exist, the CONTRACTOR shall perform at no increased cost, unless the COALITION determines, in its sole discretion, that the delay will significantly impair the Agreement's value to the COALITION.

#### **Q. Equal Employment Opportunity**

The CONTRACTOR is and has been at all times in compliance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable. The CONTRACTOR agrees that it shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable.

## R. No Assignment

Neither this **AGREEMENT** nor any of the rights, interests or obligations hereunder shall be assignable by the CONTRACTOR without the prior written consent of the COALITION.

## S. Change Orders

Any change in the details of scope of work or the fee schedule shall require a written amendment to this Agreement (a "Change Order"). Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, budget, timeline or other matter. The Change Order will become effective upon the execution of the Change Order by both parties, and the Change Order will specify the period of time within which CONTRACTOR must implement the changes. Both parties agree to act in good faith and promptly when considering a Change Order requested by the other party but neither party is obligated to execute a Change Order. No Change Order shall become effective unless and until it is signed by both parties hereto.

## T. Procurement of Recovered Materials

1. Pursuant to 2 CFR §§200.3017, *Procurement by States*, and 200.322, *Procurement of recovered materials*, CONTRACTOR will comply with the following requirements of Section 6002 of the Solid Waste Disposal Act.
  - a. Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
  - b. Procure solid waste management services in a manner that maximizes energy and resource recovery; and
  - c. Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpk-program>. The list of EPA-designated items is available at <https://www.epa.gov/greenerproducts/identify-greener-products-and-service>.
2. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, CONTRACTOR shall procure items designated in the Environmental Protection Agency (EPA) guidelines at 40 CFR Part 247 which contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition unless CONTRACTOR determines such items:
  - a. Are not reasonably available in a reasonable period of time;
  - b. Fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
  - c. Are only available at an unreasonable price.

Paragraph 2. of this clause shall apply to items purchased under this agreement where:

1. CONTRACTOR purchases in excess of \$10,000 of the item under this agreement; or
2. During the preceding Federal fiscal year, CONTRACTOR: (i) purchased any amount of the items for use under a contract funded with federal appropriations and was with a federal agency or a state agency or agency of a political subdivision of a state; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

## **U. Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification attached hereto. COALITION further agrees to comply with the Byrd Anti-Lobbying Amendment, which provides that contractors who apply or submit bids shall file the required certification that each tier will not use federal funds to pay a person or employee or organization for influencing or attempting to influence an officer or employee of any federal 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 any lobbying with nonfederal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient (45 C.F.R. § 3)."

## **V. Clean Air Act and the Federal Water Pollution Control Act**

### **1. Clean Air Act**

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 4401 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

### **2. Federal Water Pollution Control Act**

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

## **W. Agreement**

This agreement constitutes the complete AGREEMENT between the School Readiness COALITION of Hillsborough County/dba The Early Learning COALITION of Hillsborough County and CONTRACTOR. Only an instrument of writing signed by both parties can modify its terms and conditions. A waiver of a breach of any of the provisions of this AGREEMENT shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This AGREEMENT shall be binding upon the parties hereto and their respective representatives. The laws of the State of Florida shall govern this AGREEMENT. The CONTRACTOR and the COALITION agree that Hillsborough County shall be the venue of any legal action between the parties.

**IN WITNESS WHEREOF**, the parties hereto have signed this AGREEMENT as of the date first set forth above.

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**CONTRACTOR**

{Insert Name}

{Insert Title}

{Insert Vendor Name}

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**COALITION**

{Insert Name}

{Insert Title}

The School Readiness Coalition of Hillsborough  
County/dba The Early Learning Coalition of  
Hillsborough County

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Date

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Date