



EARLY LEARNING

COALITION OF HILLSBOROUGH COUNTY

REQUEST FOR QUOTE Street Level Child Literacy Focus Groups

April 1, 2024 to April 16, 2024

Inquiries and proposals should be directed to:

**Gary Meyer
Chief Financial Officer**

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

I. GENERAL INFORMATION

- A. **Purpose.** This request for quote (RFQ) is for the Early Learning Coalition of Hillsborough County ("ELCHC" or "Coalition") to identify and contract with a single or multiple organization(s) or independent contractors that can provide street level child literacy focus groups during the period April 17, 2024 to June 30, 2024.
- B. **Who May Respond.** Any U.S. based organization or independent contractor providing street level child literacy focus groups.
- C. **Instructions on Proposal Submission.**
- 1. Closing Submission Date.** Proposals must be submitted via email no later than 5:00 pm EST on April 16, 2024.
 - 2. Responses.** Responses to this RFQ should be emailed to:
Gary Meyer
Chief Financial Officer
gmeyer@elchc.org
Please put in the Subject line: "RFQ for Street Level Child Literacy Focus Groups."
 - 3. Conditions of Proposal.** All costs incurred in the preparation of a proposal responding to this RFQ 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 via email 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 RFQ. A contract for the accepted proposal will be drafted based upon the factors described in the RFQ.

5. Minority-Owned Businesses. Efforts will be made by the Coalition to utilize woman, minority and/or service-disabled veteran owned businesses.

6. Notification of Award. It is expected that a decision selection will be made in April, 2024. 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.

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 RFQ 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: 150
- 2022-2023 Operating Budget: \$234,482,081
- Current number of board of directors: 24
- Approximately 1,200 child care providers in Hillsborough County
- 2022-2023 School Readiness children served: 12,579
- 2022-2023 Voluntary Pre Kindergarten (VPK) children served: 11,579
- Website to learn more: www.elchc.org

III. SCOPE OF SERVICES NEEDED

The Early Learning Coalition Hillsborough County is seeking an organization or independent contractor who can provide street level child literacy focus groups to

ask voluntary participants about their barriers to reading to their children. The draft survey for this work is included in Exhibit A.

Responders to the RFQ must provide:

1. A plan for forming and executing street teams to ask voluntary participants in Hillsborough County about their barriers to reading to their children. The plan should include the number of street teams the Responder is able to execute and the locations to which they intend to send them.
2. The tools they intend to use to capture data and how they will protect the information collected.
3. A sample of a report Responder would provide the Coalition summarizing the data collected.

Budget is not to exceed \$34,000.

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 Business Enterprise (CMBE include certificate with RFP)
- f. Name where you maintain office(s)

2. Detailed Scope of Work Items:

- a. Description of how you intend to deliver the services and accomplish the objectives outlined herein.
- b. Biography or resume of key personnel involved in service delivery.
- c. List of prior related work.
- d. Proposed fee for providing services, including details of how fee amount was derived (number of hours, hourly rate, cost of materials, etc.). Your fee should be inclusive of administrative and travel expenses and not require direct reimbursement of these expenses. Your fee should detail the cost for each street team so that billing can correlate to the number of street teams completed.
- e. Agreement that you will enter into a standard ELCHC contract (see Exhibit B).

VI. RFQ SCORING. Proposals will be scored based on the following attributes and weights:

<u>Attribute</u>	<u>Weight</u>
Prior Experience engaging parents in surveys and focus group probes	40%
List of 2 to 3 client reviews regarding similar work	40%
Cost/Value	15%
Certified Minority Owned Business	5%

EXHIBIT A

Our Children are Not Reading!

Can We Find 10 Minutes to Help?

Dr. Frederick Hicks

One barrier to child literacy is the lack of time parents must commit to reading. In fact, some parents indicate that they are too busy to read to their children. Parents in some zip codes in Hillsborough County must prioritize providing basic needs for their families and it may require working multiple jobs to do so. In fact, some ALICE¹ households struggle to meet basic needs of their families by working multiple jobs or one job with excessive hours of overtime just to survive.

Embracing the Role as Parents as a Child's First Teacher

Parents undeniably serve as a child's primary and most influential educators. This fundamental role begins even before birth, as parents provide the earliest opportunities for social, emotional, and cognitive development. Research demonstrates the profound impact of early parental involvement on children's academic outcomes. Children whose parents actively engage in their learning during the foundational years tend to display enhanced language skills, improved problem-solving abilities, and greater school readiness (Smith & Anderson, 2021). Moreover, longitudinal studies reveal that high-quality parent-child interactions in early childhood can lead to better academic achievement well into adolescence (Johnson et al., 2018). When parents pick up devices, the advice is to ***put it down, your kid(s) are watching.***

The Impact on Literacy

The home environment that parents create fosters a child's early learning experiences. Parents who read to their children, engage in stimulating conversations, and provide access to educational resources cultivate a love of learning and establish a solid foundation for future success. A significant body of research underscores the correlation between parental reading practices and a child's literacy development. Studies indicate that children exposed to frequent reading at home exhibit stronger vocabulary, greater phonemic awareness, and an increased interest in books and reading (Brown, 2020). Furthermore, children from homes where stimulating language interaction and enriching activities are commonplace tend to demonstrate superior cognitive abilities and academic

¹ Asset Limited Income Constrained and Employed for more see: [Meet ALICE | UnitedForALICE](#)

performance (Hart & Risley, 2017). **When adults put the devices down, kids see, and can mimic it.**

Finding Answers

This probe attempts to determine if parents can find 10 minutes in their busy schedule to potentially read to their children and further embrace their role as a child's first teacher. The questions below ask what barriers exist for parents that prevent them from having 10 minutes in their busy schedule, and attempts to measure parent skills, willingness, and attitude toward utilizing the identified time to read to their children under 6 years of age.

Draft Questionnaire/Survey

Likert Scale Questions

- **Strongly Disagree (1)**
- **Somewhat Disagree (2)**
- **Slightly Disagree (3)**
- **Neither Agree nor Disagree (4)**
- **Slightly Agree (5)**
- **Somewhat Agree (6)**
- **Strongly Agree (7)**

(1-7, with 1 being Strongly Disagree, and 7 being Strongly Agree):

1. I feel confident in my ability to find time to read with my child each day.
2. My work schedule allows me enough flexibility to read with my child regularly.
3. I feel like I have enough energy to make reading with my child a priority.
4. Other household responsibilities leave me with enough time to read with my child.
5. My child enjoys reading, which makes it easier to find the time to do it.
6. I have access to enough age-appropriate books to keep my child interested in reading.
7. Reading with my child feels like a valuable way to spend time together.

Open-Ended Questions:

8. What are the biggest challenges you face in finding time to read with your child?
9. Are there specific times of day that work best for reading with your child? Please explain.
10. What strategies do you use to make reading with your child a priority, even when you're busy?
11. How can your community (libraries, schools, etc.) better support you in making time for reading?
12. Is there anything else you would like to share about your experiences reading with your child?

Likert Scale Questions (1 = Strongly Disagree, 7 = Strongly Agree):

1. I find it easy to set aside time during the weekdays to read with my child.
2. I feel that reading with my child on weekends is a valuable use of our time.
3. I often manage to read with my child early in the morning before our day starts.
4. I believe that reading with my child at night helps them wind down before bed.
5. I feel stressed about fitting reading time into our daily schedule.
6. I think that reading with my child strengthens our bond.
7. I regularly find myself too tired to read with my child at night.
8. I consider the time I spend reading with my child as quality time.
9. I prioritize reading with my child over other activities during the weekend.
10. I have a consistent routine for reading with my child.
11. I feel that I should read with my child more often than I currently do.
12. I am satisfied with the amount of time I spend reading with my child.

Open-ended Questions:

1. Describe the main challenges you face when trying to find time to read with your child.
2. How does reading with your child fit into your family's daily routine?
3. Share a memorable experience you've had while reading with your child.

4. What strategies have you found effective in making time to read with your child?
5. How do you believe reading together impacts your relationship with your child?
6. What types of books does your child enjoy the most, and why do you think that is?
7. In what ways could reading sessions with your child be improved or made more enjoyable for both of you?
8. If you have increased or decreased the time spent reading with your child, please explain what influenced this change.

Demographic:

- **Demographic Questions:** Add questions about the parent's work situation, childcare arrangements, household size, etc., as these factors may influence their answers.
- **Phrasing:** Make sure the wording of the questions is neutral and avoids leading parents to specific answers.
- **Pilot Testing:** Obtain feedback on the survey from a small group of parents before widely distributing it, to catch any confusing or poorly worded questions.

EXHIBIT B



Hillsborough County School Readiness Coalition, Inc.

D/B/A

Early Learning Coalition of Hillsborough County

Contracting With

{insert Contractor 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 Coalition 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, and after CONTRACTOR has delivered goods or services, 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 COA, 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 COALITION, 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. Nonperformance and Financial Remedies

If CONTRACTOR fails to perform in accordance with this Contract, COALITION will apply financial consequences as described in accordance with §§ 287.058(1)(h), 215.971(1)(c), Fla. Stat. (2023). The foregoing does not limit additional financial consequences, which may include but are not limited to withholding funds, withholding payments until deficiency is corrected, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent permitted, or termination of the agreement. Any payment made in reliance on the CONTRACTOR'S evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to COALITION as an overpayment to the extent of such error.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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).”

W. 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.

X. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$2,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
2. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements, or other construction activities.
3. The COALITION, its subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The COALITION shall report all suspected or reported violations to DEL.

Y. Davis-Bacon Act, as amended (40 U.S.C. 276a, et. Seq.)

When federal program legislation requires, all construction contracts of more than \$2,000, the recipient's and subrecipient's award shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

1. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.
2. Contractors shall be required to pay wages not less than once a week.
3. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination.
4. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules, and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) I, 3, 5, 6 and 7.

Z. Contract Work Hours and Safety Standards (40 U.S.C. 3701 et seq.)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$100,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements or other construction activities.
2. The ELC 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.
3. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

AA. 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.

CONTRACTOR
{insert name}
{Insert title}
{Insert Vendor Name}

Date

COALITION
{insert name}
{Insert title}
Hillsborough County School Readiness
Coalition, Inc. d/b/a Early Learning Coalition of
Hillsborough County

Date