EARLY LEARNING
COALITION OF HILLSBOROUGH COUNTY

REQUEST FOR PROPOSAL
RFP 202627-05
Information Technology: Microsoft Teams Phone System Enhancement

November 3, 2026, to November 24, 2026

Proposals should be directed to the Sole Point of Contact:

Mohammad Khan
mkhan@elchc.org

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

GENERAL INFORMATION

Purpose. This request for proposal (RFP) is for the Early Learning Coalition of Hillsborough County ("ELCHC" or "Coalition") to identify and contract with a single organization to provide Microsoft Teams Phone System Enhancement as outlined in SCOPE OF WORK. The contract shall be for the period one (1) year, with an option to renew for an additional two-year period pursuant to Florida statute 287.058.

Who May Respond. Any U.S. based organization providing the services outlined in the Scope of Services.

A. Instructions on Proposal Submission.

1. **Closing Submission Date.** Proposals must be submitted via email no later than Noon EST on November 19, 2026.

2. **Inquiries and Proposals.** Inquiries concerning this RFP and proposal submissions should be emailed to:

   Mohammad Khan
   mkhan@elchc.org

   Please title subject "RFP: Microsoft Teams Phone System Enhancement". Hard (paper) copy submissions are not required.

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 the Sole Point of Contact stated above, regarding this RFP, may result in rejection of such Proposer.

6. **ELCHC Project Manager.** Rick Rampersad is the designated Project Manager for the Microsoft Teams Phone System Enhancement 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 CONSIDERATION.*

8. **Right to Seek and Consider Clarifying Information.** The ELCHC may seek clarifying information regarding the proposal. Such clarifying information shall be provided by the Respondent in writing. Such clarifying information may not modify any material portion of the Proposal, affect the price, or give one Respondent an advantage not enjoyed by other Respondents.

9. **Public Records**: All documents and other records, as defined in the Public Records Law, received from Respondents 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.

10. **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.

11. **Proposal Format and Administrative Requirements**. Respondents shall submit their requests via email in PDF format. Proposals should be clearly marked as such.

12. **Notification of Award.** It is expected that a decision selection will be made on or before November 24, 2026. Upon conclusion of final negotiations, all Respondents 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.

I. 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 contract expenditure resulting from this RFP will be funded approximately, as follows:

Federal funds: 72.80%
State funds: 27.20%

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: 134
- FY 2026-27 Operating Budget: $115 million
- Number of board of directors: 24
- Approximately 1,200 child care providers in Hillsborough County
- 2024-2025 School Readiness children served: 13,500
- 2024-2025 Voluntary Pre Kindergarten (VPK) children served: 11,000
- Website to learn more: www.elchc.org
- Uses Paylocity HRIS (Human Resource Information System) and payroll services
- Human resources records maintained at the Early Learning Coalition of Hillsborough County, 6302 E. Dr. Martin Luther King Jr. Blvd., Suite 100, Tampa, FL, 33619.

II. SCOPE OF SERVICES NEEDED

The ELCHC is looking for a service to enhance the existing Microsoft Teams Phone System without requiring additional telephony infrastructure. The software should include key features like one-click transfers, presence visibility, voicemail routing, and centralized call management. It should also provide call recording and a robust reporting platform. The solution must include, at a minimum, the following:

- a simple, easy-to-use reporting interface
- call center-based phone functions by using call capture and handling. It should intercept calls from Teams and then apply various metrics and functionalities to the calls
- standard suite of call center reports, handle time, utilization, hold time, abandon rates, as well as the ability to create custom forms. In addition to the standard reporting suite, we would like reporting that provides queue specific metrics, agent performance metrics, service level reporting, average speed of answer, longest wait time, callback reporting, transfer reporting, and historical trends by day, week, and month. The ability to export reports to Excel and schedule recurring reports would also be beneficial.
- we are looking for features that enhance queue management, supervisor visibility, and the overall caller experience. Specifically, we are interested in multiple queue and ring group management, presence-based routing to

ensure agents do not receive queue calls while they are busy, away, in a meeting, or already on another call, and after call work (wrap up time) management before the next call is presented. We would also like supervisor dashboards with role-based access so managers can monitor only their assigned queues, along with real-time wallboards displaying queue activity and service levels. Additionally, we are looking for advanced reporting, call trace capabilities, and queue analytics, as well as quality assurance tools such as call monitoring, whisper, barge, and silent monitoring. Reliable callback functionality that maintains the caller's place in queue is also important. We are interested in configurable queue announcements, overflow routing, and routing rules that can be tailored to our business needs.

- we would like cloud storage retention period to be between 30-45 days.
- recording capabilities for at least 60 staff members.

Evaluation of Proposals: Proposals shall be evaluated using the scoring matrix provided herein below.

III. CONTRACT ETHICS

a. No employee of the Coalition who exercises any responsibilities in the review, approval, or implementation of the proposal or contract shall participate in any decision which affects his or her direct or indirect personal or financial interest.

b. 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.

IV. 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 Respondent, in its proposal, shall at a minimum include the following:

1. **Organizational information**
    - **a.** Respondent name
    - **b.** Address
    - **c.** Contact Person and Title
    - **d.** Email
    - **e.** Phone, and preferred method of contact
    - **f.** Company Incorporation date and taxpayer identification number
    - **g.** Name where you maintain office(s)

2. **Methodology and Approach Narrative** – The Proposal shall include a narrative of the Respondent's overall methodology and approach. Within the narrative, the Respondent 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 and appropriate experience/certifications and their proficiency with the services being solicited in this RFP. Thorough background inquiries and reference checks may be performed.

    c. The Respondent should include a clear description of the work to be performed.

    d. 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 to the Early Learning Coalition of Hillsborough County.

    e. List of current and past clients of the firm, especially similar nonprofit sector clients. Priority will be given to local providers with experience supporting Early Learning Coalitions.

    f. Written attestation that the firm accepts the term and conditions of the contract in Exhibit A without modification.

RFP Timeline

RFP Issue Date:	November 3, 2026
Deadline to submit questions	November 10, 2026, to mkhan@elchc.org. Please title subject "RFP: Microsoft Teams Phone System Enhancement Question" Questions will be answered by November 12, 2026, and posted on our website here: Open RFPs & Procurement - The Early Learning Coalition of Hillsborough County (elchc.org).
Proposal Due Date	November 19, 2026, Noon (EST)
Bid Opening	Bids will be opened during a publicly noticed Teams meeting on November 19, 2026, at 2 p.m. EST PUBLIC NOTICE **RFP BID OPENING** **Microsoft Teams Phone System Enhancement** Early Learning Coalition of Hillsborough County (referred to as Coalition) hereby announces a VIRTUAL ONLY Public Meeting to open bids for the Microsoft Teams Phone System Enhancement November 19, 2026, at 2 p.m. EST. Early Learning Coalition of Hillsborough County is inviting you to a scheduled Teams meeting. Topic: RFP 202627-05 – Bid Opening Time: November 19, 2026, 2:00 PM Eastern Time (US and Canada) https://teams.microsoft.com/meet/260027908283632 5?p=hv67bsoIWvRRbHnAJX Meeting ID: 260 027 908 283 632 5 Passcode: zd2dt35k **Please direct any RFP questions to:** **Mohammad Khan**, Early Learning Coalition of Hillsborough County 6302 E Dr Martin Luther King Jr Blvd., Suite 100, Tampa, FL 33619 E-mail: mkhan@elchc.org

Evaluation Period Begins	November 19, 2026
Contract Award Notice	On or before November 24, 2026.

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

Attribute	Weight
Solution provides a simple, easy-to-use reporting interface	10%
Solution includes call center-based phone functions and other requirements stated in the Scope of Work.	50%
Solution should provide for cloud storage.	20%
Cost	20%
Score 1-5 (1=low, 5=high)	
Grand Total	**100%**

EXHIBIT A

Hillsborough County School Readiness Coalition, Inc.

D/B/A

Early Learning Coalition of Hillsborough County

Contracting With

{insert 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, 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 the human resources individual or individuals assigned to perform work for the COALITION are not acceptable to the COALITION, the CONTRACTOR will replace the resource within 48 hours after written notice by the COALITION to the CONTRACTOR.

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) l, 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	**COALITION**
{insert name}	{insert name}
{Insert title}	{Insert title}
{Insert Vendor Name}	Hillsborough County School Readiness Coalition, Inc. d/b/a Early Learning Coalition of Hillsborough County
Date	Date