



Request for Proposals

Relationship Management System

Release Date: 2/27/2026

Proposals Due:

5:00 P.M. est 4/1/2026

Inquiries should be directed to:
Brigid Kolowith; Chief Operating Officer at bkolowith@elcsarasota.org

Proposals should be directed to: procurement@elcsarasota.org

REQUEST FOR PROPOSALS (RFP)
Customer Relationship Management System
Issued by the Early Learning Coalition of Sarasota County RFP
No. ELC-RMS-2026

GENERAL INFORMATION

A. Purpose. The Early Learning Coalition of Sarasota County (ELCSC) is accepting Proposals for all labor, equipment, and materials necessary to provide a Customer Relationship Management tool as outline in SCOPE OF WORK.

B. Who May Respond. Any U.S. based organization providing Customer Relationship Management tools.

C. Instructions on Proposal Submission.

1. Closing Submission Date. Proposals must be submitted no later than 5:00pm EST, April 1, 2026.

2. Inquiries. Inquiries concerning this RFP should be emailed to:

Brigid Kolowith, Chief Operating Officer
bkolowith@elcsarasota.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 Sarasota 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 ELCSC personnel/and or ELCSC Board members, other than Chief Operating Officer, regarding this RFP may result in rejection of such Proposer.
6. ELCSC Brigid Kolowith. designated Project Manager for Information Technology - Customer Relationship Management 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 ELCSC 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.
9. 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.
10. Notification of Award. It is expected that a decision selection will be made within forty-five (45) days 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.
11. 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 always open to the public. This includes all interviews and discussions with the selected search firm at which two (2) or more members of the Board may be present.

12. 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.

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

Scope of Services

Provide a Customer Relationship Management tool that allows the ELCSC team to easily connect with its key stakeholders in an easy to manage, flexible and cost effective way. The solution should:

- Provide a simple management console that allows the ELCSC to manage and modify the console with minimal input from vendor
- Allow for various related organizations to share work products amongst themselves
- Be very flexible and scalable based upon ELCSC needs
- Incorporate dashboarding reports and workflow capabilities

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.

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 Sarasota County.

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

PROPOSAL CONTENTS.

The Offeror, in its proposal, shall at a minimum include the following:

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)
- f. Name where you maintain office(s)

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:

- An introduction and summary of the history of the firm.

- 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. Thorough background inquiries and reference checks may be performed.

- The Proposer should include a clear description of the work to be performed, copies of reports/metrics utilized to provide services and implementation fees.

- 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 Sarasota County.

- 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.

Funding Timeline

	Event	Date
1	Solicitation for Customer Relationship Management System proposals publicly noticed and RFP posted earlylearningcoalitionsarasota.org/	By 2/27/2026
2	Notification of intent to bid due by email to procuremnt@elcsarasota.org	3/18/2026
3	Inquiry period via email to bkolowith@elcsarasota.org Inquiries answered via e-mail reply to all responding with intent to bid	3/18/2026 - 4/1/2026
4	The proposal is due 4/1/2026 5:00pm est. Submitted to procurement@elcsarasota.org	4/1/2026
5	Evaluation Period	4/13/2026-4/17/2026
6	Approval from Board of Directors Meeting or Finance Committee Meeting - finalist should be available to attend	5/5/2026
7	Notice of Award	5/6/2026
8	Contract development to begin	5/6/2026

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

Attribute	Weight
Proven experience providing easy to use, high quality solutions	30%
Specific experience supporting Coalitions	30%
Ability to show value along with cost	30%
Certified Minority Owned Business	10%

1. Ease of use should be demonstratable and should meet or exceed the requirements listed in the Scope of Services.
2. Specific experience working directly with Early Learning Coalitions is highly regarded.
3. The ability to show value with cost will be determined by total system costs as compared to the alignment with the Scope of Services.
4. The organization should be listed on the State of Florida's Marketplace system as a CMBE provider with the ability to produce a certificate.

Bidding Instructions:

Notification of intent to bid should be received no later than 3/18/2026. Each Offeror

shall submit only one proposal per Bid Solicitation. A proposal shall be submitted to procurement@elcsarasota.org with subject line "EARLY LEARNING COALITION OF SARASOTA COUNTY RELATIONSHIP MANAGEMENT SYSTEM" Proposals email should include a contact name and an e-mail address for correspondence and must be received, no later than 5:00 P.M. eastern standard time on 3/18/2026.

Inquiries:

All inquiries related to this RFP are to be directed, via e-mail, to Brigid Kolowith, COO at bkolowith@elcsarasota.org. Responses to written inquiries will be answered no later than 5:00 P.M. on 4/1/2026 via an email reply to all those responding with an intent to submit a proposal.

Submission Instructions:

Responses must be submitted electronically to the Coalition's designated procurement email address procurement@elcsarasota.org by 4/1/2026. Late or incomplete submissions will not be considered.

Contact Information:

Early Learning Coalition of Sarasota County Email:

procurement@elcsarasota.org

Subject Line: RFP RELATIONSHIP MANAGEMENT SYSTEM

Information and Updates:

For information and updates please visit :

<https://earlylearningcoalitionsarasota.org/making-a-difference/elc-announcements>

Award Notification

It is anticipated that a organization will be confirmed by 5/6/2026. Following notification to the selected organization, it is anticipated that contract development will start between both parties by 5/6/2026.

Appendices

Appendix A

Proposal Evaluation Criteria

Appendix B

Statement of Non-Discrimination – Signature Required

Appendix C

Certification Regarding Lobbying – Signature Required

Appendix D

Certification Regarding Drug-Free Workplace - Signature Required

Appendix E

Contract Template

Appendix A

PROPOSAL EVALUATION CRITERIA
THE FOLLOWING TO BE COMPLETED BY PROCUREMENT COMMITTEE
RFP No. ELC-RMS-2026

Fatal Criteria (Proposals will not be reviewed, if all fatal criteria are not met)	Evaluation
1. Notice of Intent to Bid was received by the time and date specified	<input type="checkbox"/> YES <input type="checkbox"/> NO
2. Proposal was received by the time and date specified	<input type="checkbox"/> YES <input type="checkbox"/> NO
3. Original sets of Appendices were submitted	<input type="checkbox"/> YES <input type="checkbox"/> NO
DID PROPOSAL MEET ALL FATAL CRITERIA?	<input type="checkbox"/> YES <input type="checkbox"/> NO

1. Proven Experience Providing Easy-to-Use, High-Quality Solutions (30 Points – 30%)

Description:

Evaluate demonstrated experience delivering intuitive, reliable CRM solutions. Consider ease of use, system stability, user interface quality, client satisfaction, measurable outcomes, and examples of past implementations.

Scoring Guidelines:

- **27–30: Exceptional — Demonstrates extensive experience delivering intuitive, high-quality CRM systems with strong evidence of usability, reliability, measurable outcomes, and client success.**
- **21–26: Strong — Solid experience delivering quality systems; good usability and performance with minor gaps in documentation or measurable impact.**
- **15–20: Moderate — Some relevant experience; usability or quality evidence is limited or inconsistently demonstrated.**
- **0–14: Limited — Minimal or unclear experience delivering user-friendly, high-quality CRM solutions.**

Score: ___ / 30

2. Specific Experience Supporting Coalitions (30 Points – 30%)

Description:

Evaluate the proposer’s direct experience supporting Early Learning Coalitions or similar multi-stakeholder public sector organizations. Consider familiarity with state reporting requirements, provider networks, family

engagement systems, compliance structures, and implementation within coalition environments.

Scoring Guidelines:

- **27–30: Exceptional** — Extensive, directly relevant experience supporting Coalitions or comparable organizations with demonstrated success and strong references.
- **21–26: Strong** — Solid experience working with similar public or nonprofit networks; demonstrates understanding of coalition operations.
- **15–20: Moderate** — Limited but relevant experience; understanding of coalition structure may be general rather than specific.
- **0–14: Limited** — Little or no demonstrated experience supporting Coalitions or comparable entities.

Score: ___ / 30

3. Ability to Show Value Along with Cost (30 Points – 30%)

Description:

Evaluate overall value proposition, including cost-effectiveness, scalability, return on investment, implementation efficiency, long-term sustainability, and clarity of pricing structure. Emphasis should be placed on measurable value relative to cost.

Scoring Guidelines:

- **27–30: Exceptional** — Clearly demonstrates strong value relative to cost; transparent pricing, scalable solution, measurable ROI, and strong fiscal accountability.
- **21–26: Strong** — Reasonable pricing with good value; minor gaps in justification or long-term cost clarity.
- **15–20: Moderate** — Costs appear acceptable, but value justification is limited or unclear.
- **0–14: Limited** — Budget unclear, unjustified, or does not demonstrate meaningful value.

Score: ___ / 30

4. Certified Minority-Owned Business (10 Points – 10%)

Description:

Points awarded based on verified certification as a Minority-Owned Business (MBE), Woman-Owned Business (WBE), Veteran-Owned Business (VBE), or other recognized certification.

Scoring Guidelines:

- **10 Points** — Verified certification documentation provided.

- **0 Points — No certification documentation provided.**

Score: ___ / 10

TOTAL SCORE

Total Score: ___ / 100

Appendix B

STATEMENT OF NON-DISCRIMINATION

Public Law 105-220, Sec. 188 Nondiscrimination

(a) In General.--

- (1) Federal financial assistance.—For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), or on the basis of race, color, or national origin under title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), programs and activities funded or otherwise financially assisted in whole or in part under this Act are considered to be programs and activities receiving Federal financial assistance.
- (2) Prohibitions of discrimination regarding participation, benefits, and employment.—No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education amendments of 1972), national origin, age, disability, or political affiliation or belief.
- (3) Prohibition on assistance for facilities for sectarian instruction or religious worship.—Participants shall not be employed under this title to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
- (4) Prohibition on discrimination on basis of participant status.—No person may discriminate against an individual who is a participant in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.
- (5) Prohibition on discrimination against certain non-citizens.—Participation in programs and activities or receiving funds under this title shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

The undersigned has read and agreed to the statements described above.

Name and Title of Authorized Official

Signature

Date

Appendix C

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee or member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- 3) The undersigned shall require that the language of this certification be included in the award documents for all* sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name and Title of Authorized Official

Signature

Date

*NOTE: - In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered Contract/Grant transactions over \$100,000 (per OMB).

Appendix D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, __, the undersigned, in representation of

_____, the Contractor, attest and certify that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph 1.
- D. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the Agreement, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose grant activity the convicted employee was

working. The notice shall include the identification number (s) of each affected Contract/Grant.

- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
 - 1. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local, health, law enforcement or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
- H. Notwithstanding, it is not required to provide the workplace address under the Agreement. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the Contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific Contract including street addresses, city, county, state and zip code:

Check () if there are workplaces on files that are not identified here.

Check () if any additional page was required for the listing of the

workplaces. CERTIFICATION

I declare under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

Signature of Authorized Official

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Appendix E



The School Readiness Coalition of Sarasota County, Inc.

D/B/A

Early Learning Coalition of Sarasota 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 The School Readiness Coalition of Sarasota County, Inc. DBA the Early Learning Coalition of Sarasota County, with offices at 1750 17th Street Building L Sarasota, FL 34234 ("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}

The School Readiness Coalition of Sarasota County, Inc. d/b/a Early Learning Coalition of Sarasota County

Date

