



# **Request for Proposals To Provide Mindful Recovery Programming**

**Release Date: 11/19/2025**

**Proposals Due:**

**5:00 P.M. est 12/18/2025**

REQUEST FOR PROPOSALS (RFP)  
Mindful Recovery Program Implementation  
Issued by the Early Learning Coalition of Sarasota County  
RFP No. ELC-MR-2025

**Purpose:**

The Early Learning Coalition of Sarasota County (the “Coalition”) invites qualified organizations or individuals to submit proposals to design, implement, and deliver the Mindful Recovery Program — a comprehensive arts-integration, student and educator wellness initiative. This program seeks to enhance the emotional well-being, resilience, and creative capacity of early learning educators and students through arts-based learning and trauma-informed approaches.

**Background:**

The Coalition is committed to supporting the early childhood workforce and improving outcomes for young learners. The Mindful Recovery Program builds upon evidence-based practices that integrate the performing arts, mindfulness, and emotional literacy to strengthen classroom engagement and educator self-care.

**Scope of Services**

The selected Respondent will be responsible for the design, coordination, and delivery of a comprehensive Mindful Recovery Program model. The program is intended to strengthen the emotional well-being of early learning educators and children through creative, arts-integrated approaches that foster mindfulness, resilience, and self-expression.

The selected Respondent will:

- Design and facilitate a total of eight (8) professional development workshops for early learning educators. Each workshop should be rooted in evidence-based practices that integrate emotional well-being strategies with the arts, supporting both personal wellness and classroom application.
- Deliver classroom residencies across up to 60 early learning sites (approximately 260 classrooms). Residencies should engage children and educators in hands-on, creative experiences that model mindfulness, emotional literacy, and expressive arts techniques strengthening emotional well-being.
- Ensure teaching artists who deliver the programming are trained in a nationally recognized arts integration residency model
- Ensure teaching artists are trained in trauma informed care and resiliency
- Provide all teaching artist services, materials, and program resources required for successful program delivery, including planning tools, arts supplies, and reflection materials for educators.

- Conduct planning, implementation, and debrief sessions with early learning educators to ensure continuity between professional development content and classroom practice. These sessions should include collaborative reflection, feedback, and adaptation of strategies to meet diverse classroom needs.
- Collaborate with agency staff and site administrators to align program delivery with existing early learning frameworks and schedules.
- Track, evaluate, and report program outcomes using the Key Performance Indicators (KPIs) described below. Data should be collected through surveys, observation tools, educator feedback, and summarized in a final evaluation report highlighting impact, challenges, and recommendations for sustainability.

### **Key Performance Indicators (KPIs)**

#### **Educator Outcomes**

- Increased comfort and skill in using the arts as a tool to support educator mental health and stress reduction.
- Demonstrated growth in arts-integration competency, instructional creativity, and confidence in leading arts-based emotional wellness activities.
- Strengthened sense of community, connection, and resilience among early learning educators participating in the program.
- Positive self-reported improvements in well-being, mindfulness, and emotional regulation.

#### **Student Outcomes**

- Improved ability of children to identify, express, and manage emotions through creative and mindful practices.
- Increased engagement, focus, and emotional regulation during classroom activities and transitions.
- Observable gains in kindergarten readiness skills and social-emotional functioning, as measured by teacher observation and program assessment tools.
- Enhanced classroom climate, characterized by empathy, cooperation, and positive peer relationships.

#### **Contract Term:**

The contract is expected to commence in February 2026 and be completed by June 30, 2028

#### **Funding and Allowability:**

Program expenditures are allowable under 2 CFR Part 200 and Chapter 287, Florida Statutes, and will adhere to all applicable procurement, cost principle, and documentation requirements.

**Proposal Requirements:**

Respondents must include the following:

1. Organizational qualifications, relevant experience, and capacity to deliver arts-integration and educator wellness programs.
2. Detailed implementation plan and timeline.
3. Staffing and artist training approach.
4. Cost proposal inclusive of all program elements (training, materials, delivery, evaluation).
5. References from similar educational or wellness program work.

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the organizations seeking to undertake the Mindful Recovery Programming from the Coalition in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. The proposal should demonstrate the qualifications of the organization and of the staff to be assigned to this engagement. It should also specify approach that will meet the RFP requirements. The proposal should address all the points outlined in the RFP.

**Evaluation Criteria:**

Proposals will be evaluated based on:

See Appendix A

**Applicable Timetable:**

	Event	Date
1	Solicitation for Mindful Recovery Services proposals publicly noticed and RFP posted <a href="http://earlylearningcoalitionsarasota.org/">earlylearningcoalitionsarasota.org/</a>	By 11/19/2025
2	Notification of intent to bid due by email to <a href="mailto:procuremnt@elcsarasota.org">procuremnt@elcsarasota.org</a>	12/4/2025
3	Inquiry period via email to <a href="mailto:bkolowith@elcsarasota.org">bkolowith@elcsarasota.org</a> Inquiries answered via e-mail reply to all responding with intent to bid	12/4/2025 - 12/18/2025
4	The proposal is due 12/18/2025 5:00pm est. Submitted to <a href="mailto:procurement@elcsarasota.org">procurement@elcsarasota.org</a>	12/18/2025
5	Review of proposal packages by Procurement Committee	12/19/2025- 01/9/2026
6	Approval from ELC Board of Directors	01/22/2026
7	Notice of Award	1/22/2026
8	Engagement contract to begin	2/4/2026

**Bidding Instructions:**

Notification of intent to bid should be received no later than 12/4/2025. Each Offeror shall submit only one proposal per Bid Solicitation. A proposal shall be submitted to [procurement@elcsarasota.org](mailto:procurement@elcsarasota.org) with subject line "EARLY LEARNING COALITION OF SARASOTA COUNTY MINDFUL RECOVERY PROGRAM" 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 12/18/2025.

**Inquiries:**

All inquiries related to this RFP are to be directed, via e-mail, to Brigid Kolowith, COO at [bkolowith@elcsarasota.org](mailto:bkolowith@elcsarasota.org). Responses to written inquiries will be answered no later than 5:00 P.M. on 12/18/2025 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](mailto:procurement@elcsarasota.org) by 12/18/2025. Late or incomplete submissions will not be considered.

**Contact Information:**

Early Learning Coalition of Sarasota County  
Email: [procurement@elcsarasota.org](mailto:procurement@elcsarasota.org)  
Subject Line: RFP Mindful Recovery Submission

**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 1/22/2026. Following notification to the selected organization, it is anticipated a contract will be executed between both parties by 2/4/2026.

**Compliance with Laws, Rules and Regulations**

The document will be sent to you upon receipt of bid intent. Includes a compilation of required disclosures from federal and state laws, rules, regulations, and grant award requirements. This is a reference tool provided to assist early education entities in supporting the preparation of contracts and other agreements.

*NOTE: The issuance of this solicitation does not require the Coalition to enter into an agreement with any party. Further, the Coalition reserves the right to withdraw or change this Request for Proposals at any time when doing so is in the best interest of the Coalition.*

## Appendices

### Appendix A

Proposal Evaluation Criteria

### Appendix B

Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Public Entity Crimes –  
Signature Required; Notary Required

### Appendix C

Statement of Non-Discrimination – Signature Required

### Appendix D

Certification Regarding Lobbying – Signature Required

### Appendix E

Certification Regarding Drug-Free Workplace - Signature Required

### Appendix F

Contract Template

**Appendix A**

**PROPOSAL EVALUATION CRITERIA**

***THE FOLLOWING TO BE COMPLETED BY PROCUREMENT COMMITTEE***

<b>Fatal Criteria (Proposals will not be reviewed, if all fatal criteria are not met)</b>	<b>Evaluation</b>
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 B-I were submitted	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>DID PROPOSAL MEET ALL FATAL CRITERIA?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO

**1. Program Design and Alignment with ELC’s Mission and Program Goals (50 points)**

Evaluate how well the proposal aligns with ELC’s mission, vision, and stated program goals. Consider clarity, innovation, feasibility, and impact.

**Scoring Guidelines:**

- 45–50: Exceptional — Clearly demonstrates strong alignment with ELC’s mission, measurable goals, and innovative strategies.
- 35–44: Strong — Generally aligns with ELC’s mission; well-structured plan with some room for improvement or minor gaps.
- 25–34: Moderate — Partially aligns; some objectives unclear or lacking detail.
- 0–24: Limited — Weak or unclear alignment; lacks connection to ELC’s mission or program outcomes.

**Score:** \_\_\_ / 50

**2. Organizational Qualifications and Experience (15 points)**

Assess the organization’s experience, track record, and demonstrated capacity to successfully manage and deliver similar projects.

**Scoring Guidelines:**

- 13–15: Exceptional — Extensive, directly relevant experience with proven success and strong staff qualifications.

- 9–12: Strong — Solid experience and capability; minor gaps in demonstrated results or staffing.
- 5–8: Moderate — Limited experience or qualifications but shows potential.
- 0–4: Limited — Insufficient evidence of experience or capacity.

**Score:** \_\_\_ / 15

### **3. Implementation and Project Management Capacity (15 points)**

Evaluate the clarity and feasibility of the implementation plan, staffing, timeline, and management approach.

#### **Scoring Guidelines:**

- 13–15: Exceptional — Comprehensive, well-defined plan with achievable timeline and clear accountability.
- 9–12: Strong — Generally well organized, with a feasible plan and defined responsibilities.
- 5–8: Moderate — Somewhat vague or lacking detail; timeline may be unrealistic.
- 0–4: Limited — Weak or incomplete plan; unclear management structure.

**Score:** \_\_\_ / 15

### **4. Cost Effectiveness and Fiscal Responsibility (15 points)**

Evaluate the budget's reasonableness, cost-effectiveness, and fiscal management practices.

#### **Scoring Guidelines:**

- 13–15: Exceptional — Budget is clear, justified, and maximizes resources; strong financial accountability.
- 9–12: Strong — Reasonable budget with adequate justification; demonstrates fiscal responsibility.
- 5–8: Moderate — Some cost inconsistencies or weak justification; unclear financial controls.
- 0–4: Limited — Budget unrealistic, incomplete, or lacking transparency.

**Score:** \_\_\_ / 15

### **5. Local Community Engagement (5 points)**

Evaluate the extent to which the proposal engages families, partners, and local stakeholders in meaningful ways.

**Scoring Guidelines:**

- 5: Exceptional — Demonstrates strong, intentional engagement with local community partners and families.
- 3-4: Strong — Includes some community collaboration or outreach components.
- 1-2: Moderate — Minimal engagement or unclear plans for local partnerships.
- 0: Limited — No community engagement evident.

**Score:** \_\_\_ / 5

---

---

**Total Score:** \_\_\_ / 100

***PROCUREMENT COMMITTEE MEMBER NAME:***

---

**Appendix B**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A),  
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by \_\_\_\_\_

for \_\_\_\_\_,

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state and federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or Contract for goods and services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
3. I understand the “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity who has been convicted of a public entity crime. The term “affiliate” included those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty six (36) months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

provision of goods and services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate or the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OR THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Personally known \_\_\_\_\_ Or produced identification \_\_\_\_\_

Notary: \_\_\_\_\_

\_\_\_\_\_  
Notary Seal

**Appendix C**

**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 D**

**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 E**

### ***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

*Remainder of page intentionally blank*

**Appendix F**



**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 17<sup>th</sup> 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) 1, 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

