



# ELCHC Finance Committee Meeting

Tuesday, March 26, 2024 at 3:00 pm

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

<https://us06web.zoom.us/j/81862211781?pwd=R1NzcUdPdJFmaG1lcTQxRzNhTHpGQT09>

Meeting ID: 818 6221 1781

Passcode: 158365



## ELCHC Finance Committee Meeting

Tuesday, March 26, 2024

### I. CALL TO ORDER

Michelle  
Zieziula, Chair

- A. Roll call/Quorum Verification
- B. Approval of Minutes for February 5, 2024 Regular Meeting - 3

### II. PUBLIC COMMENT I

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

### III. CONSENT AGENDA

- A. Allocation of funds for summer boost educational board game - 6
- B. Allocation of funds for intergenerational reading through volunteers - 72

### IV. ACTION ITEMS

G. Meyer

- A. Draft MSL Audited Financials for the Fiscal Years ended June 30, 2023, and 2022 - 106

### V. CEO REPORT

Dr. Hicks

- A. ARPA Update - 107
- B. Legislative Update
- C. Children's Summit 2024 Update
- D. Provider Site Visits

### VI. ADJOURNMENT

Michelle  
Zieziula, Chair



## FINANCE COMMITTEE MEETING UNAPPROVED MINUTES

Monday, February 5, 2024, at 3:00 pm  
Hybrid Meeting  
6302 E. Martin Luther King Jr. Blvd., Suite 100  
Tampa, FL 33619

### MEETING ATTENDANCE

Facilitator: Michelle Zieziula\*

### Committee Members Present:

Michelle Zieziula\*, Allison Nguyen and Dr. Jacquelyn Jenkins

### Committee Members Absent:

Stacey Ward

### ELCH Board Members Present:

None.

### ELCHC Staff:

Gary Meyer, Alison Fraga, Kelley Minney, Rick Rampersad, Sabrina Ruiz, Dr. Fred Hicks, Nancy Will, Yarima Hernandez Tamayo\*, Kevin Smith\*, and Abigail Perez\*

### Other Attendees:

Frazier Carraway, Joe Medina, and Jill Bertelsen\*

*\*Indicates attendance via Zoom meeting platform.*

### CALL TO ORDER

#### Quorum Verification

Noting a quorum had been established, Chair Zieziula called the meeting to order at 3:00 pm.

### PUBLIC COMMENT

No public comment.

### ACTION ITEMS

A. Approval of minutes from the October 2, 2023, Regular Finance Committee Meeting

*Chair Michelle Zieziula called for a motion to approve the October 2, 2023, regular Finance Committee meeting minutes. Allison Nguyen made a motion. Dr. Jacquelyn Jenkins made a second. The motion carried unanimously.*



B. Approval of allocation of funds for family provider and provider training

*Chair Zieziula called for a motion to approve the allocation of funds for family provider and provider training. Dr. Jacquelyn Jenkins made a motion. Allison Nguyen made a second. The motion carried unanimously.*

Chair Zieziula opened the floor to discussion. There was no discussion.

## FINANCIAL REPORT

Gary Meyer, Chief Financial Officer presented the Budget to Actual FY 2023 through December 31, 2023, as outlined in the agenda packet and reported the following:

- Meeting grant expenditure restrictions related to direct services and quality expenses.
- Meeting School Readiness (SR) administration expense parameters (at 3% not to exceed 5%).

Mr. Meyer reported that the Early Learning Coalition of Hillsborough County (ELCHC) is expected to spend under the allocated funds by \$2 million dollars.

Mr. Meyer shared that all teams were working together to make a big push to try and enroll as many children as possible. He reported that the budget was set to fund 13,500 children and the current enrollment was 12,613, making the coalition fall 7% below the allocated budget. Mr. Meyer stated that many coalitions throughout the state are having an issue with enrollment as many families are being over income and not able to qualify within the parameters currently in place.

Dr. Jacquelyn Jenkins shared with the committee that at the federal level she is seeing teacher shortage play a major role in the decreases in enrollment. Dr. Jenkins asked what can be done to help the circumstances, as every county is struggling with lower-than-expected enrollment.

Dr. Hicks shared that the coalition is seeing a double effect shortage of teachers and families that are over the threshold to qualify for services. Dr. Hicks reported that at the state legislative level there are bills in place that could potentially raise the qualifying income threshold.

Mr. Meyer shared that with ARPA funds soon going away directors and owners are trying to find ways to make teaching of young learners more attractive. Mr. Meyer also shared that the coalition is helping center owners and directors to be able to offer medical insurance, mental health support, and stipends. He also stated that the coalition is spending millions in the short term but the long-term challenge will remain and what can we do to keep the teachers already in classrooms.

Mr. Meyer continued his reporting with page 38 of the agenda packet; the ARPA breakdown of funds and the 42 initiatives put in place to help spend down this large sum on money, Mr. Meyer shared the budget was set at \$38.9 million dollars. In total the coalition received \$1.3 million dollars to help homeless children in Hillsborough County.

Lastly, Mr. Meyer shared with the committee that the coalition was in the middle of an external audit. He thanked Jill Bertelsen of Bertelsen Education for coming out to the Day of Play and shared how successful the event was.

## CEO REPORT

Dr. Frederick Hicks, CEO ELCHC gave reports on the following:

### A. ARPA Update

Dr. Hicks thanked Mr. Meyer for this breakdown and gave an explanation of how ARPA dollars have been and are being spent. Dr. Hicks mentioned that the coalition would find a way to continue to support as many teachers, providers and students as possible.

### B. Hillsborough Day 2024 Recap

Dr. Hicks shared that several bills up for vote in the legislature could truly help with the issues of enrollment including adjusting the scale for income qualification to help with the eligibility cliff concern. Dr. Hicks also shared that last year the legislator favored a tool using market rate which is not a true reflection of the everyday costs of living. Dr. Hicks reported that the governor has in mind to cut the state budget by \$4 billion dollars and that the specific impact is unknown.

Dr. Hicks shared that Children's Week was around the corner and that he would be attending.

## ANNOUNCEMENT

Chair Zieziula shared that the next Finance Committee is scheduled for March 25, 2024.

## ADJOURNMENT

*Citing no further business, Chair Zieziula asked for motion to adjourn. Allison Nugyen made a motion to adjourn the meeting at 3:37 pm. Dr. Jacquelyn Jenkins made a second. The motion carried unanimously.*

Read and approved by:

\_\_\_\_\_ Date: \_\_\_\_\_

*Dr. Stephie Holmquist, Secretary*

<b>ISSUE:</b>	<b>Approval of allocation of funds for summer boost educational board game</b>
<b>FISCAL IMPACT:</b>	\$75,000
<b>FUNDING SOURCE:</b>	Florida Department of Education, Division of Early Learning American Rescue Plan Act (ARPA) Discretionary Grant funding
<b>RECOMMENDED ACTION:</b>	Approval of allocation of funds to Lakeshore Learning for summer boost educational board game

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**NARRATIVE:**

**Vendor Representative Present at Meeting:** Erik Zupal, Regional Sales Manager, Lakeshore Learning.

**Product or Service:** We are procuring services to create an educational board game focusing on Kindergarten Readiness Skills. The game's content will be provided by our organization, ensuring it is tailored specifically to the needs and characteristics of children in our county.

Product Specifications: Develop a board game that targets essential Kindergarten Readiness Skills such as literacy, numeracy, social-emotional development, fine motor skills, and critical thinking.

- Utilize content provided by The Early Learning Coalition of Hillsborough County to ensure alignment with the unique educational priorities and characteristics of Hillsborough County.
- Design an age-appropriate game suitable for children aged 4 to 6 years old, facilitating engagement and learning at pre-kindergarten and early kindergarten levels.
- Create a collaborative learning experience that can be easily integrated into home and classroom settings, fostering interaction among children, parents, and educators.
- Produce visually appealing game components that capture children's attention and enthusiasm for learning.

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**Brief History:** Research shows that games can make it easier to learn educational contents and develop cognitive skills. The U.S. Department of Education cites an American Journal of Play study published in 2022 that concluded that board games present opportunities for developing skills in a wide variety of domains of learning in young children. More broadly, they can promote “learning how to learn.” (Krishnan 2019, All Aboard Games n.d.)

**Contract Performance:** We have contracted with Lakeshore Learning for several years, and they continue to meet contract performance requirements.

**Outcome:** Contractor is responsible for producing a high-quality game free from defects within the agreed-upon delivery window.

**Budget Impact:** This is a contract with a budget not to exceed \$75,000. Bidder has submitted pricing for games at \$73.97 per unit. For 1,000 games, the cost would be \$73,970.

**Procurement:** This RFP was posted on our website and the MyFlorida Marketplace vendor bid system for 15 days per ELCHC policy. One bidder responded. A three-person scoring team scored the one response to ensure it met minimum score requirements. It exceeded minimum score requirements with a score of 13.40 points out of a maximum possible 15.00 points as noted below:

Rater	1 - Lakeshore
Rater #1	4.65
Rater #2	4.10
Rater #3	4.65
Total	13.40

# The Early Learning Coalition of Hillsborough County

## Request for Proposal for Summer Boost Educational Board Game



**EARLY LEARNING**  
COALITION OF HILLSBOROUGH COUNTY

**POINTS OF CONTACT:**

Kyle Ferguson-Owens, Bid Analyst  
(800) 421-5354 ext. 2980  
biddept@lakeshorelearning.com

Erik Zubal, Regional Sales Manager  
(813) 460-1453  
ezubal@lakeshorelearning.com



March 13, 2024

Early Learning Coalition of Hillsborough County  
Attn: Gary Meyer, Chief Financial Officer  
6302 E. Dr. Martin Luther King, Jr. Boulevard  
Suite 100  
Tampa, FL 33619

**RE: Summer Boost Educational Board Game**

Dear Gary Meyer and Early Learning Coalition of Hillsborough County Staff,

Thank you for providing Lakeshore Learning Materials the opportunity to respond to the bid for Summer Boost Educational Board Game kit. Lakeshore is dedicated to creating innovative educational materials and furniture that spark young imaginations, instill a sense of wonder and foster a lifelong love of learning. With materials, furniture and environments for students of all ages, we help each individual reach developmental milestones and achieve education goals—while still having fun!

We look forward to partnering with the Coalition in support of this initiative. We are versed in many early childhood curriculums and offer thousands of products across many content areas to address a broad range of instructional needs. Our instructional materials are created by teachers to specifically address identified pedagogical needs in the classroom with the express purpose of improving student learning. The hands-on materials are designed to enrich classroom instruction and act as a supplement to core curriculums.

Our deep-rooted commitment to enhancing early childhood education through meticulously crafted materials makes us a fitting partner for Early Learning Coalition of Hillsborough County's laudable mission. We are eager to embark on this collaborative journey and are confident that, together, we can make a transformative impact on young learners, setting them on a path of curiosity, growth, and achievement.

Should you have any questions, please feel free to contact Erik Zubal at (813) 460-1453 or [ezubal@lakeshorelearning.com](mailto:ezubal@lakeshorelearning.com).

Thank you in advance for giving Lakeshore Learning Materials the opportunity to serve you. We look forward to doing business with you!

Sincerely,



Kyle Ferguson-Owens  
Bid Analyst  
Lakeshore Learning Materials

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## ORGANIZATIONAL INFORMATION

- a. Bidder Name:** Lakeshore Learning Materials, LLC
- b. Address:** 2695 East Dominguez Street  
Carson, CA 90895
- c. Email:** biddept@lakeshorelearning.com
- d. Phone:** (800) 421-5354
- e. Contact Preference:** Email or by Phone
- f. DBE Certified:** While we are not officially certified as a Minority-Owned, Woman-Owned, Veteran-Owned, or Disabled-Owned Business Enterprise, our roots as a company founded by a woman drive our commitment to equal opportunities and diversity.
- g. Offices:**
  - Lakeshore Learning Materials Headquarters  
2695 East Dominguez Street  
Carson, CA 90895
  - Lakeshore Learning Store (Tampa, FL)  
4501 W. Kennedy Blvd.  
Tampa, FL 33609-2013
  - Lakeshore Learning Store (Fern Park, FL)  
335 E. State Road 436  
Fern Park, FL 32730-2782

### BRIEF HISTORY

Like many great enterprises, Lakeshore started with one person taking a chance. In 1954, an Omaha homemaker named Ethelyn decided to pack up her family and move to California to open a toy store. The move was a bit unconventional for a woman in 1950s America—but entrepreneurs don't typically follow the status quo. Initially, Ethelyn focused on selling toys to parents, but before long, local schools started calling her for art materials and other classroom supplies. Ethelyn listened to her customers. Sensing an untapped market, she sold the store and started Lakeshore Learning Materials.

Eventually, Ethelyn's sons, Charles and Michael, joined the business—expanding operations and turning Lakeshore into a million-dollar company within just a few years. When Ethelyn retired in 1971, Michael assumed the duties of CEO, while Charles became the Vice President in charge of merchandise and buying. Today, Michael's sons, Bo and Josh, are an integral part of the business as well—having worked their way up from summer jobs in the warehouse to President/CEO and Chief Product Officer, respectively.

Two generations later, Lakeshore continues to offer the best products and service around—and we're still expanding! In addition to our growing network of over 60 retail stores, we offer multiple mail-order catalogs to meet the needs of parents, teachers and children worldwide. Plus, our full-service website offers instantaneous access to our catalogs as well as free activity ideas, classroom designs for infants through 8th grade and much more.



## **DIRECT MANUFACTURER**

With Lakeshore, you're working with a single point of contact from start to finish. As the direct manufacturer of Lakeshore products, we develop a vast majority of the items featured in our catalogs, in our retail stores and on our website. We are not restricted from sales, territories or dealer authorizations. In addition, our products are backed by our ironclad guarantee: If you are unhappy with any item for any reason, return it to us for a full refund or exchange.

We maintain strict control of manufacturing specifications and processes. The fully staffed office near our overseas factories ensures top-quality, virgin raw materials are used. Plus, our in-house mechanical/process engineers regularly inspect and consult with the factories, ensuring manufacturing processes operate effectively, producing consistent, high-quality furniture pieces. In-house inspectors also conduct strict and thorough factory inspections on all orders following manufacturing—before furniture units are shipped and stocked at Lakeshore distribution centers.



## **QUALITY ASSURANCE**

Lakeshore Learning Materials has established a prestigious reputation over its 70-year tenure, dedicated to providing high-quality, developmentally appropriate materials tailored for educators and young learners. Our commitment to excellence is demonstrated through our rigorous product development process, which involves over 100 hours of detailed testing, ensuring that each item from our catalogs, retail stores, and website upholds the highest standards of educational value, safety, and quality.

Further affirming our dedication, Lakeshore guarantees that all supplied materials, particularly for Classroom Literacy Kits, will be free from defects, damage, or discrepancies. We assure the quality and suitability of all materials for their intended educational purposes, allowing teachers and students to engage with our products confidently.

In the event any merchandise is found defective or damaged upon delivery, Lakeshore assumes full responsibility. We ensure prompt and cost-free replacement or repair, including the retrieval of any compromised items. This level of service is part of our unconditional guarantee, which empowers our customers to return or exchange any product for a refund or replacement, solidifying our promise of customer satisfaction.

Our warranty extends throughout the product's lifespan under the ownership and use of Early Learning Coalition of Hillsborough County, highlighting our unwavering support and commitment to the integrity and educational efficacy of our Classroom Literacy Kits. With Lakeshore, educational institutions can anticipate a partnership that consistently prioritizes the educational experience and welfare of children.

## **Focus on Safety**

At Lakeshore, children's safety is our highest priority—and we know it's the top concern of our customers. That's why we want to provide you with detailed information about Lakeshore's testing and certification process, including the rigorous steps we take to ensure our products are safe.

Not only are we in full compliance with all the current U.S. safety regulations, but we also have our own in-house Product Regulatory & Compliance Team, which tests and inspects every item we carry with even more rigorous standards than those required by law. Every item we sell must meet or exceed all government safety requirements, or we don't carry it.

First, we ensure that all the materials that go into each new product are safe. (For example, materials in all children's products must be phthalate-compliant



and must also meet strict standards for lead content.) Once we confirm that the materials we're using are safe, we conduct exhaustive "use and abuse" testing to make sure each product will remain safe through years of everyday use. And after a product passes our rigorous testing, it is then tested and certified by a third-party testing laboratory. Finally, we continue to monitor the safety of our products through periodic testing, both internally and by third-party labs, to ensure that our suppliers maintain the high level of integrity we demand of our materials.



### Designed by Educators

All of our exclusive products are designed by credentialed educators with years of real-world classroom experience. As subject-matter experts, they intentionally design Lakeshore products to meet content and performance standards at appropriate ages and abilities. In addition, our product developers utilize the latest research to ensure products remain relevant in a continuously evolving educational environment. Finally, they are involved in every stage of product development as well as the creation of ancillary materials to support implementation.

### In-House Engineering

Our product developers are supported by a dedicated team of in-house engineers who ensure the quality and integrity of our designs. They use 3-D printing technology to oversee our designs and maintain strict control over the quality and durability of each product. In addition, just as we source the highest-quality raw materials for our furniture, we only use virgin materials and composites in our manipulatives—avoiding regrind material that can compromise a product's integrity.

### Transparency in Manufacturing

Once a design is finalized, we maintain close supervision over the entire manufacturing process. Our manufacturing experts—who possess degrees in mechanical engineering, chemical engineering, process engineering and other related fields—spend all of their time at our production sites. They closely monitor the manufacturing processes and the materials being used to ensure the highest-quality products for our customers. Having our own experts on hand allows us to manufacture our products without the use of third parties.

Our commitment to responsible and ethical business practices extends to everything we do—including our social and community responsibilities. Lakeshore has a strict no-tolerance policy for human rights violations, child labor or other labor law violations; we have a fully staffed Hong Kong office set up for the sole purpose of enforcing that policy and ensuring the highest health and safety standards are met by our vendors. If manufacturing issues arise, we take corrective action by providing additional training and development. Our engineers work closely with the factory's owners and engineers—reinforcing Lean and Six Sigma Manufacturing processes and overseeing the entire production process from start to finish.



### OUR APPROACH TO PRODUCT DEVELOPMENT

At Lakeshore, we develop our products based on recognized, evidence-based best practices. Designed to meet grade-level expectations and to support the achievement of key developmental milestones, Lakeshore products are created by expert educators with years of classroom experience. All products are developed with intentionality and designed to focus on and support principles and practices identified in current research; each product is evaluated for its alignment with the available research as well as for its practical functions in the classroom or other learning space.

In addition to independent laboratory testing, Lakeshore products are both teacher-tested and child-tested to ensure appropriateness, durability and safety. From development to manufacturing, we maintain strict oversight to ensure the quality of our products.

## **SOLE SOURCE JUSTIFICATION**

Lakeshore develops and manufactures the vast majority of the items featured in our catalogs, retail stores and website. As a direct manufacturer, we are not restricted from sales, territories, or Dealer Authorizations.

Among the wide range of educational products offered by Lakeshore, there are over a thousand outstanding and innovative items for which we are the sole-source vendor. These exclusive materials are easily identified by the prefix in their item number. Any items you see with the following prefixes are sole-source items that you simply won't find anywhere other than Lakeshore:

**AA AB AX AZ CN DD DG EE FF GG HH JC JJ KC KT LA LC  
LCW LDA LK LL LM PP PX RA RE RJ RR RS TT VX WE WF YB**



We certify that we are the manufacturer of and are authorized to sell and install all Lakeshore Learning Materials products and furniture lines.

Thank you in advance for giving Lakeshore Learning Materials the opportunity to serve you. We look forward to doing business with you!





## SCOPE OF WORK

### a. Description of how you intend to deliver the services and accomplish the objectives outlined herein.

Lakeshore Learning Materials is a full-service partner who can provide materials, customized solutions, classroom furniture, design services, delivery services, installation services, professional development services, and more! We have been developing innovative products since 1988. We have a 70-year legacy of providing exclusive and innovative products, services and resources to educators, and our legacy has allowed for a deep understanding of, and empathy toward the unique challenges and needs of the educational community.

Lakeshore's work is grounded in established research on brain development and effective practice when working with young children. We create materials supporting learning and exploration through play in a variety of domains. We specialize in the design and manufacturing of educational resources that support the growth and development of the whole child.



### **BOARD GAME DEVELOPEMENT**

Lakeshore offers educators thousands of resources, supplemental materials, and professional development services that are designed to engage students, meet standards, and help reach desired outcomes. All our products are carefully designed to help students reach content and performance standards at the appropriate age and ability.

We have experience personalizing game boards to incorporate geographical details and landmarks that children and families may recognize as being part of and/or unique to their community. Our staff of talented artists have the ability to either modify existing artwork we've already designed (such as a beachfront or mountain range) to resemble a specific area and can include regional details like a specific type of restaurant or school building(s) if the game board is set up like a community scene. We also ensure that the people represented on our game boards are diverse and inclusive. Our artists can also include specific branding or logos provided by the ELC to the game board itself, package labeling, and question/activity cards.

In addition to providing proofreading services, our editorial team will also evaluate the copy sent to us as part of this project and can offer suggestions on changes that might be necessary to clarify meaning or understanding. When developing materials to support learning at home, we strive to ensure that family members who may have a variety of reading levels and abilities can access the information as clearly as possible.

Many of the personalized games we've completed have involved a school-to-home connection. That can include the game being incorporated into classroom activities and small groups, the game being introduced at family events with modeling on how to use at home, and being sent home with included instructions on how to use for maximum impact.

We have firsthand experience witnessing the power of providing young children and families with materials that are relevant to their daily lives. When we design personalized instructional materials, we work hand-in-hand with our customers to make sure we're capturing the essence of what will be most compelling to the educators,

### **ORDER PROCEDURE**

When Lakeshore receives a purchase order from Early Learning Coalition of Hillsborough County, your dedicated Lakeshore Sales Support Specialist, Tamara Washington, will contact the Coalition to coordinate the logistics of the delivery.



## **DELIVERY OF GOODS**

Lakeshore ships millions of boxes each year—with truckload after truckload leaving our warehouses every day. We contract with the nation’s leading trucking companies to deliver tens of thousands of truckloads of materials to different regions across the country—and that number is growing.

Current Standard Delivery Time from our Distribution Center in Southern California is based on availability ARO; global supply chain restrictions could impact timing in some instances.

## **ORDER TRACKING**

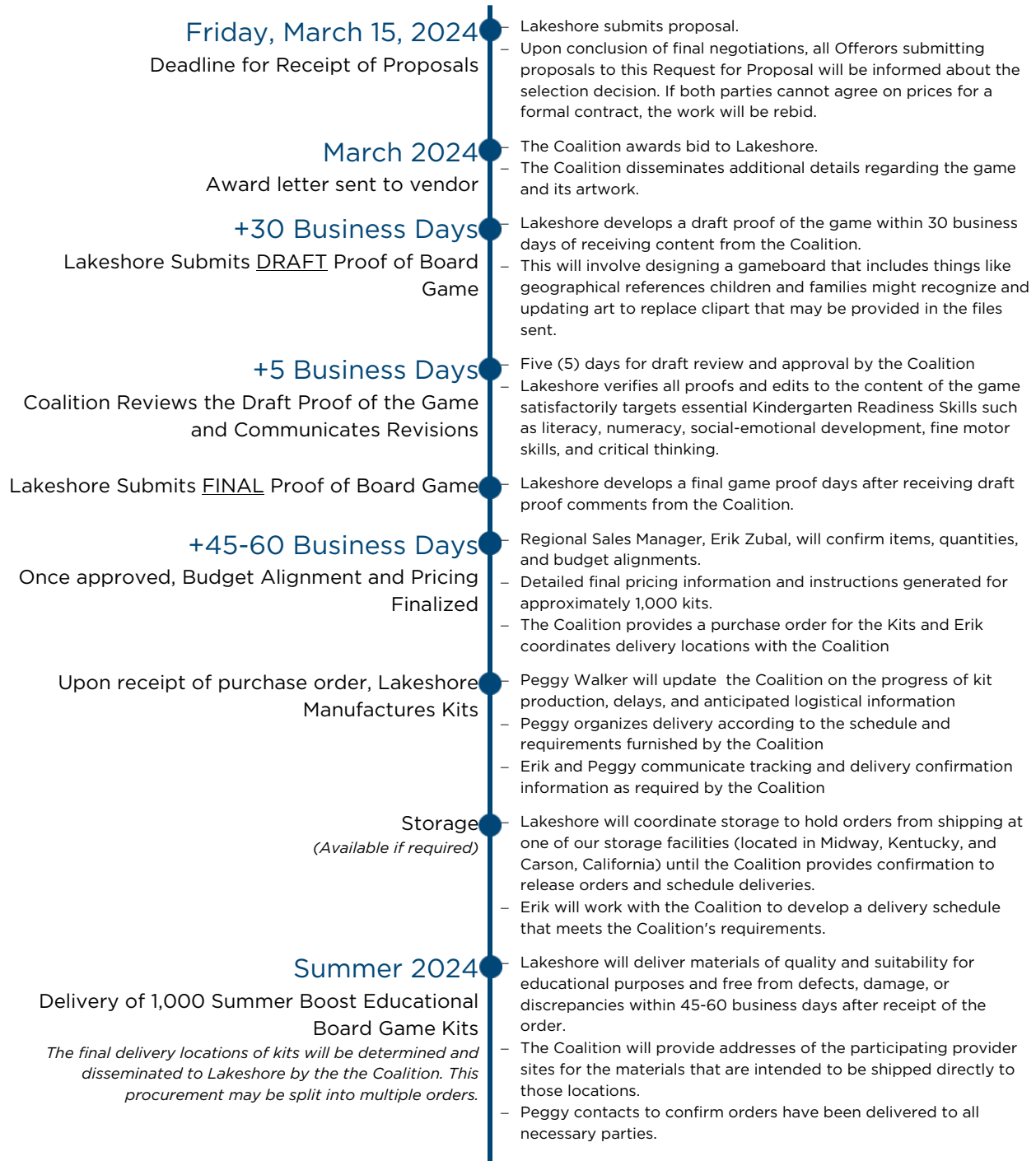
Our dedicated staff is ready to assist your organization through the entirety of this contract. Once an order is received, it is manually entered, verified, and reviewed for adherence to our contractual agreement before being released. After being sent electronically to our Warehouse Management System, a workflow specialist sends the order into the automated lines of our distribution center. This maximizes efficiency for the thousands of orders we process each day. Your Regional Sales Manager, Erik Zubal will work closely with Early Learning Coalition of Hillsborough County and will be the main point of contact when you need to track an order. Erik will be able to find out when the order shipped and an estimated delivery date. You can reach Erik by phone at (561) 597-6653, by fax at (310) 537-7990 or by e-mail at [modonnell@lakeshorelearning.com](mailto:modonnell@lakeshorelearning.com).

## **INVOICE PROCEDURE**

During the time your order reaches our warehouse to prepare for shipping, our Accounting Department prepares your invoice to be mailed when your order ships complete. We can accommodate requests for individual locations to receive invoices when they are both the “bill to” and “ship to” address. Our options for electronic billing will be contingent on your specific needs and software requirements. We are currently involved in electronic invoicing projects with several entities and agencies. If you would like to explore this option with Lakeshore, we will be pleased to have our Information Technology Manager speak with you regarding your specific needs and requirements to determine if our system will be compatible with yours.

## PROPOSED TIMELINE

Our project schedule will coincide with Early Learning Coalition of Hillsborough County's. Lakeshore is flexible and can alter the schedule below per the Coalition's instructions. All scheduling for purchases and delivery will be fully coordinated by Erik Zubal and Peggy Walker, in collaboration with the Coalition:



## DEDICATED STAFF

### **b. Biography or resume of key personnel involved in service delivery.**

Lakeshore is prepared to partner with the Early Learning Coalition of Hillsborough County for Summer Boost Educational Board Game. Lakeshore has a dedicated team ready to assist the Coalition through the entirety of this contract. Erik Zubal will serve as the main point of contact. If awarded, Erik will confirm all post award requirements and provide a timeframe for delivery of goods and guarantee that each provider receives exactly what they need in time to meet their deadlines. If an item is no longer available or has been modified, Erik can work with each provider to recommend product substitutions. In addition, Erik will be available for any product demonstrations or training that are needed by the Coalition Staff or its providers.



#### **Erik Zubal, Regional Sales Manager & Primary Point of Contact**

Erik Zubal is designated as Lakeshore's main point of contact. Entrusted with overseeing Lakeshore's work output, Erik commits to being available within 24 hours' notice. Whether it's attending meetings, answering phone calls, or addressing specific queries, Erik will be prompt and responsive.

Erik is based in Tampa, Florida and his responsibilities include personally servicing customers in his respective areas of Florida to ensure that each customer's needs are met and that they receive superior service and quality educational materials. You can reach Erik by phone at (813) 460-1453, by fax at (310) 537-7990 or by e-mail at ezubal@lakeshorelearning.com.

Regional Sales Manager Erik Zubal will be available for any product demonstrations or training that are needed by Early Learning Coalition of Hillsborough County personnel. Training can be provided in person, by phone, or via the Internet. If you choose to train via the Internet, we can set up a webinar allowing your personnel to call in and log in to view the training.

#### **Jonathan Dills, Regional Vice President – Southeast Region**

Jonathan has 12 years of experience at Lakeshore. He is responsible for managing 10 Regional Sales Managers and Directors in the Southeast region of the United States. He ensures that all customers in his area are receiving the best possible service. He also has a direct role in servicing the top clients in the area. You can reach Jonathan by phone at (205) 908-3782, by fax at (310) 537-7990 or by e-mail at jdills@lakeshorelearning.com.

#### **Tamara Washington, Sales Support Specialist**

Tamara acts as a liaison between Lakeshore and the customer to ensure open lines of communication so the customer's expectations are met and exceeded. His responsibilities include personal account service, management of large deliveries and orders that require special handling, general sales support and special events. You can reach Tamara by phone at (800) 421-5354, ext. 2387, by fax at (310) 537-7990 or by e-mail at twashington@lakeshorelearning.com.



#### **Tony Chaidez, Regional Sales Manager**

Tony has been with Lakeshore for 8 years and is based in Coral Springs, Florida. Tony's responsibilities include personally servicing customers in his respective areas of Florida to ensure that each customer's needs are met and that they receive superior service and quality educational materials. You can reach Tony by phone at (305) 619-4852, by fax at (310) 537-7990 or by e-mail at tchaidez@lakeshorelearning.com.

## **MaryAnn O'Donnell, Regional Sales Manager**

MaryAnn is based in West Palm Beach, Florida. MaryAnn's responsibilities include personally servicing customers in her respective areas of Florida to ensure that each customer's needs are met and that they receive superior service and quality educational materials. You can reach MaryAnn by phone at (561) 597-6653, by fax at (310) 537-7990 or by e-mail at [modonnell@lakeshorelearning.com](mailto:modonnell@lakeshorelearning.com).

## **Keith Fine, Regional Sales Manager**

Keith has been with Lakeshore for over 1 year and is based in Jacksonville, Florida. Keith's responsibilities include personally servicing customers in his respective areas of Florida to ensure that each customer's needs are met and that they receive superior service and quality educational materials. You can reach Keith by phone at (904) 417-5280, by fax at (310) 537-7990 or by e-mail at [kfine@lakeshorelearning.com](mailto:kfine@lakeshorelearning.com).

## **Fernando Triana, Sales Service Representative**

Fernando manages deliveries and installation projects in Florida. He has participated in numerous installation projects and classroom set-ups. Upon request, he is available for on-site support and unscheduled site meetings related to installation. You can reach Fernando by phone at (561) 213-2153, by fax at (310) 537-7990, or by email at [ftriana@lakeshorelearning.com](mailto:ftriana@lakeshorelearning.com).

## **Kevin Murphy, Sales Service Representative**

Kevin manages deliveries and installation projects in Florida. He has participated in numerous installation projects and classroom set-ups. Upon request, he is available for on-site support and unscheduled site meetings related to installation. You can reach Kevin by phone at (727) 543-1211, by fax at (310) 537-7990, or by email at [kmurphy@lakeshorelearning.com](mailto:kmurphy@lakeshorelearning.com).

## **Local Retail Support**

Early Learning Coalition of Hillsborough County can also take advantage of our retail store located in Tampa and Fern Park, Florida. Our store managers and team of store associates are available to provide a seamless shopping experience! Simply provide account #88304 at the register to receive contract pricing. Lakeshore is also willing to make this retail store space available to Early Learning Coalition of Hillsborough County for special events.

### **Lakeshore Learning Store (Tampa, FL)**

4501 W. Kennedy Blvd.  
Tampa, FL 33609-2013  
Phone: (813) 207-0468  
Fax: (813) 207-0387  
Store Hours: Monday-Friday 10:00 am-8:00 pm; Saturday 10:00 am-7:00 pm; Sunday 11:00 am-5:00 pm

### **Lakeshore Learning Store (Fern Park, FL)**

335 E. State Road 436  
Fern Park, FL 32730-2782  
Phone: (407) 260-5531  
Fax: (407) 260-5166  
Store Hours: Monday-Friday 10:00 am-8:00 pm; Saturday 10:00 am-7:00 pm; Sunday 11:00 am-5:00 pm



In addition, Lakeshore's Bid Department is also available to ensure the completion of this project. Director of Bids and Contracts Jennifer Doran, Bid Operations Manager Rafael Muro, Bid Manager Eunice Peterson, and Bid Analyst Kyle Ferguson-Owens will ensure that Lakeshore adheres to all contractual agreements and commitments, assist with renewals, and answer any questions regarding the contract. Our Bid Team is available via e-mail at [biddept@lakeshorelearning.com](mailto:biddept@lakeshorelearning.com) or by phone at (800) 421-5354.

## PROBLEM ESCALATION

Lakeshore does not anticipate any problems will arise from servicing of this contract. However, we have a dedicated team assigned to servicing the Coalition; therefore, we are confident that if in fact a problem occurs, Lakeshore has the ability to resolving any issues that may arise with local staff and nationwide support. If you ever encounter an issue with any services, you can contact your Regional Vice President, Jonathan Dills directly at (205) 908-3782, or by e-mail at [jdills@lakeshorelearning.com](mailto:jdills@lakeshorelearning.com).

In addition, Lakeshore's Vice President of Sales Operations Mike Duong is available to address any bid or contract related issues requiring escalation. You may reach Mike at (800) 421-5354 ext. 2392, or by e-mail at [mduong@lakeshorelearning.com](mailto:mduong@lakeshorelearning.com).



## CUSTOMER SERVICE

We can't say it enough: Customer satisfaction is our number-one priority. As such, our multifaceted Customer Service representatives go out of their way to provide a peak experience for every customer.

### Customer Service Center:

Address: 2695 E. Dominguez St., Carson, CA 90895  
Phone: (800) 428-4414  
Fax: (310) 537-4261  
Email: [lakeshore@lakeshorelearning.com](mailto:lakeshore@lakeshorelearning.com)  
Hours of Operation: Monday–Friday, 6:00 a.m.–6:00 p.m., PST

To this day, Lakeshore has maintained the same strict standards that first made us successful! Lakeshore always has a comparative advantage over competing companies, in that we are both manufacturer and provider. This allows us to tackle customer service concerns at the source—from prototype development to factory floor to distribution and delivery.

Lakeshore's Project Managers and Sales Support Specialists are in constant communication with their customers and continuously gauge their satisfaction through calls, emails, and in-person visits. Erik Zubal and Tamara Washington will follow up with the Coalition on a regular basis to make sure all your needs are met and he will be available for all questions or concerns. will spearhead the efforts to incorporate the requests, feedback, and input from all relevant parties ensuring that collaboration is achieved from day one.



## EXPERIENCE

### c. List of prior related work.

Lakeshore has extensive experience working with school districts, early childhood programs (both public and private) and government agencies. Below are a few examples of the types of large orders that we skillfully and conscientiously handle on a regular basis.

**Agenda for Children** - Based in New Orleans, Louisiana, Agenda for Children selected Lakeshore as their partner to provide educational kits and teacher training to support the transformation of outdoor spaces into vibrant learning and exploration areas across multiple early childhood centers. We worked hand in hand with their leadership team to customize the materials they needed, and also supported the project with a customized, easy-to-use website that made the ordering process as seamless as possible.

**Early Learning Coalition of Flagler & Volusia Counties** ELC of Flagler & Volusia Counties collaborated with providers to develop an electronic procurement (ePro) solution, with the Regional Sales Manager and in-house ePro team working directly with ELC on its creation. This ePro service brought immense value to ELC by offering convenience: it centralized administrative details like invoices, order tracking, and receipts, making them readily available to stakeholders. Additionally, it provided easy self-service administration, individualized budget allocations, multilevel approval processes, and a paperless system. Providers could directly place orders based on set budgets, and stakeholders had instant access to all transaction details, streamlining the procurement process and enhancing operational efficiency. This integration of the ePro system underscores ELC's commitment to leveraging advanced technology for organizational excellence and improved stakeholder experience.

**Early Learning Coalition of Palm Beach County.** ELC of Palm Beach, Florida, teamed up with Lakeshore to tackle educational challenges amplified by the pandemic. Together, we focused on areas such as family engagement, pandemic recovery, and social-emotional learning. Through our customized education kits and adaptive furniture, from Heavy-Duty to Flex-Space, the learning environment at ELC was significantly enhanced, aligning with ELC's mission of providing contemporary, holistic learning experiences for the youngest pupils. This collaboration underscores our reputation as innovators in delivering impactful educational solutions to the community.

**Early Learning Coalition of Pasco and Hernando Counties.** ELC partnered with Lakeshore to provide support, so children enter school with a readiness to learn. ELC was not looking for quick fixes, but sustainable and durable solutions to address the havoc wrought by the pandemic. To that end, Lakeshore provided furniture and learning materials to transform outdoor spaces into vibrant learning and exploration areas across 50+ early childhood centers. These materials included Dramatic, Water, Block, and Active Play manipulatives and furniture; sports equipment and trikes; and furniture from our Kids Colors, Flex-Space, Flex-Space Jr., Heavy-Duty, Natural and Outdoor lines. Most importantly, ELC collaborated with Lakeshore's Custom Solution division and developed customized learning kits addressing the following: Mental Health, Social-Emotional Materials, Inclusive and Diversity Classroom Materials, Calming Materials, Inclusion Aids and Gross Motor Items, and Specialized Sensory Processing Materials-- all to battle against developmental delays due to learning loss.

**Governor's Office of Early Childhood/Kentucky Department of Education** - Based in Frankfort, Kentucky, the governor's office reached out to Lakeshore to provide area-specific custom classroom solutions for the entire state. Lakeshore delivered and installed 2,200 programs statewide—all on schedule, and with a total value of more than \$10 million. Each custom classroom solution was designed to meet the specific needs of its intended program and contained a combination of furniture, carpets, and manipulatives. All 2,200 programs were delivered successfully and on time, with no drop shipments.

**Los Angeles Unified School District** - Based in Los Angeles, California, the district's Early Childhood and Special Education Department partnered with Lakeshore's Custom Learning Solutions division to develop and deliver more than 24,000 custom backpack kits to support its distance learning goals. Lakeshore also offered



customized Professional Development for the dozens of curriculum coaches and teachers involved in the project to ensure each educational professional was comfortable using the resources with fidelity.

**Mississippi Department of Human Services** - Based in Jackson, Mississippi, the Department of Human Services reached out to Lakeshore for support with the state's summer learning programs. Specifically, we collaborated in the development of customized STEAM Project-Based Learning Kits and Hand-On Materials Kits for K-Gr. 2 and Gr. 3-5. The kits and materials were customized to meet specific program objectives and provided educators and students alike with a variety of opportunities to explore the subject matter in ways that encouraged research, discussion and creative presentations. The kits were also supported by professional development so that trainers had the background information they needed to support instruction and implement the activities in thousands of classrooms.



## COST PROPOSAL

- d. Proposed fee for providing services, including details of how fee amount was derived (number of hours, hourly rate, cost of materials, etc.). Your fee should be inclusive of administrative and travel expenses and not require direct reimbursement of these expenses.**

### PRICING

Lakeshore always has a comparative advantage over competing companies, in that we are both manufacturer and provider. Because Lakeshore is a direct manufacturer, we have full control over the entire products selection, cost control and supply, and hence, we are offering the best price possible for the products in our bid response. Our pricing is all inclusive of customized resource packages, facilitation time, administration, travel, and demonstration of materials (in-person).

The price per board is **\$73.97 (all inclusive cost)**. The costs below illustrate the cost associated with each component of creating this Game Board.

#### Components

Game Board .....	\$15.00
100 Game Cards .....	\$30.21
Game Instruction Guide.....	\$1.20
1 Soft Foam Game Die (1-5/8").....	\$2.08
3 Plastic Game Pawn .....	\$1.29

#### Packaging and Labor

Ziplocks .....	\$1.20
Custom Label .....	\$1.00
Labor .....	\$6.99

#### Art and Editorial

Set-up and Card Design.....	\$15.00
Editing and Proofing.....	\$0.00

#### Services

Handling .....	\$0.00
Shipping & Delivery.....	\$0.00
Administration .....	\$0.00
Travel.....	\$0.00
Demonstration .....	\$0.00
Custom ePro Website .....	\$0.00



## AGREEMENT TO COALITION STANDARD CONTRACT

### e. Agreement that you will enter into a standard ELCHC contract (see Exhibit A).

Lakeshore will happily enter a contract attached to the solicitation as Exhibit A; however, we hope that the Coalition will consider the following redlines to section H of the agreement:

*4. Any kits, kits components, or any other art or materials provided by CONTRACTOR shall not be considered a work for hire. CONTRACTOR shall remain the sole and exclusive owner to the concepts, materials, images, components, kits and any other material, spoken or electronic transmission provided to COALITION. Additionally, COALITION acknowledges and agrees that, as between COALITION and CONTRACTOR and subject to the rights and licenses granted herein, CONTRACTOR is, and at all times shall remain, the sole and exclusive owner of all right, title and interest, throughout the world (including all intellectual property and other proprietary rights), in and to all CONTRACTOR's copyright material and the other intellectual property, such as copyrights, logos, trade names and trademarks belonging to CONTRACTOR (collectively "Contractor's Intellectual Property"), and to any copies of the Intellectual Property, whether made by or on behalf of COALITION or CONTRACTOR.*

*5. CONTRACTOR grants to COALITION, its successors and assigns, a worldwide, non-exclusive and non-transferrable license to manufacture, have manufactured, print, reproduce, display, package, advertise, market, distribute, have distributed, and create a Gameboard, including question cards, using Contractor's Intellectual Property. Adaptations may be made with prior written approval by Contractor.*

*6. CONTRACTOR acknowledges and agrees that COALITION is, and at all times shall remain, the sole and exclusive owner of all right, title and interest, throughout the world (including all intellectual property and other proprietary rights), in and to all COALITION's copyright material and the other intellectual property, such as copyrights, logos, trade names and trademarks belonging to COALITION prior to entering this Agreement collectively "Coalition Intellectual Property"). For avoidance of doubt, Coalition Intellectual Property is not any information, materials, visuals, art, etc. that includes or incorporates Contractor's Intellectual Property.*

**For the Coalition's analysis, attached is a redlined copy of the agreement for your review.**

**EXHIBIT A**



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

**D/B/A**

**Early Learning Coalition of Hillsborough County**

**Contracting With**

**{insert Contractor name}**

**For**

**{insert Goods or Services}**



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

The COALITION and the CONTRACTOR agree to the following:

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

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

#### **B. Purpose**

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

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

The CONTRACTOR will provide the following:

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

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

The CONTRACTOR agrees to be available and shall finish services by **{insert end date}**.

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

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

#### **F. Indemnification**



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

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

The CONTRACTOR shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the AGREEMENT and any renewal(s) or extension(s) of it. By execution of this agreement, the CONTRACTOR accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the CONTRACTOR and the clients to be served under the agreement.

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

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

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

1. CONTRACTOR agrees to hold in trust and confidence any confidential and proprietary information or data relating to COALITION business and shall not disseminate or disclose such information to any individual or entity, except CONTRACTOR's employees or

subcontractor's performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the COALITION.

2. With respect to any confidential information, the CONTRACTOR's obligations of nondisclosure set forth above shall continue to apply to such information for as long after this Agreement expires or terminate, as such information remains confidential.
3. An item will not be considered confidential information of the COALITION if it is:
  - a. In the public domain prior to disclosure to the CONTRACTOR or subsequent to such disclosure but through no fault of the CONTRACTOR; or
  - b. Obtained from a third party not subject to a duty of confidentiality.
4. Any kits, kits components, or any other art or materials provided by CONTRACTOR shall not be considered a work for hire. CONTRACTOR shall remain the sole and exclusive owner to the concepts, materials, images, components, kits and any other material, spoken or electronic transmission provided to COALITION. Additionally, COALITION acknowledges and agrees that, as between COALITION and CONTRACTOR and subject to the rights and licenses granted herein, CONTRACTOR is, and at all times shall remain, the sole and exclusive owner of all right, title and interest, throughout the world (including all intellectual property and other proprietary rights), in and to all CONTRACTOR's copyright material and the other intellectual property, such as copyrights, logos, trade names and trademarks belonging to CONTRACTOR (collectively "Contractor's Intellectual Property"), and to any copies of the Intellectual Property, whether made by or on behalf of COALITION or CONTRACTOR.
5. CONTRACTOR grants to COALITION, its successors and assigns, a worldwide, non-exclusive and non-transferrable license to manufacture, have manufactured, print, reproduce, display, package, advertise, market, distribute, have distributed, and create a Gameboard, including question cards, using Contractor's Intellectual Property. Adaptations may be made with prior written approval by Contractor.
6. CONTRACTOR acknowledges and agrees that COALITION is, and at all times shall remain, the sole and exclusive owner of all right, title and interest, throughout the world (including all intellectual property and other proprietary rights), in and to all COALITION's copyright material and the other intellectual property, such as copyrights, logos, trade names and trademarks belonging to COALITION prior to entering this Agreement collectively "Coalition Intellectual Property"). For avoidance of doubt, Coalition Intellectual Property is not any information, materials, visuals, art, etc. that includes or incorporates Contractor's Intellectual Property.

## I. E-Verify

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

## J. CONTRACTOR Information

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

will be in compliance with all applicable laws and regulations of the state and federal government.

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

1. All CONTRACTOR records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of CONTRACTOR to maintain records in a location accessible to the public.
2. Pursuant to 2 CFR §200.336, *Access to records*, CONTRACTOR agrees to provide access by COA, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of CONTRACTOR which are pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
3. Representatives of COALITION, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability ("OPPAGA"), and their duly authorized representatives, shall have access, for purposes of examination, to any books, documents, papers, and records, including electronic storage media, of CONTRACTOR as they may relate to this agreement.
4. CONTRACTOR shall maintain (or have immediate access to) books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by COALITION under this agreement.
5. COALITION shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of confidential information. COALITION agrees to make internal practices, books, and records, including policies and procedures and confidential information, relating to the use of and disclosure of confidential information received from, or created or received by CONTRACTOR on behalf of, COALITION available to COALITION upon request.
6. CONTRACTOR shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

#### **L. Remedies**

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

#### **M. Nonperformance and Financial Remedies**

If CONTRACTOR fails to perform in accordance with this Contract, COALITION will apply financial consequences as described in accordance with §§ 287.058(1)(h), 215.971(1)(c), Fla. Stat. (2023). The

foregoing does not limit additional financial consequences, which may include but are not limited to withholding funds, withholding payments until deficiency is corrected, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent permitted, or termination of the agreement. Any payment made in reliance on the CONTRACTOR'S evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to COALITION as an overpayment to the extent of such error.

#### **N. Representations and Warranties**

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

#### **O. Debarment and Suspensions Disclosures**

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

#### **P. Termination Clause**

1. **Termination due to lack of funds.** If funds to finance the agreement become unavailable or if the state government withdraws or redirects funds upon which the agreement depends, COALITION may terminate the agreement in writing with no less than 24 hours' notice. The CONTRACTOR shall receive notice by certified mail with proof of delivery after being notified verbally by the COALITION or in person with proof of delivery. COALITION shall be the final authority as to fund availability and will not reallocate funds earmarked for the agreement to another program, thus causing lack of funds.
2. **Termination for cause.** In the event of termination of this agreement by the COALITION for cause, CONTRACTOR shall be liable for COALITIONs expenses for additional managerial and administrative services required to complete or obtain the services or items from another CONTRACTOR.
3. **Termination for convenience.** COALITION by written notice to CONTRACTOR, may terminate the agreement in whole or in part when COALITION determines in its sole discretion it is in the COALITIONs interest to do so. CONTRACTOR shall not furnish any services after it receives the notice of termination, except as necessary to complete the continued portion, if any, of the agreement.
4. **After receipt of a notice of termination.** Except as otherwise specified by COALITION, CONTRACTOR shall:
  - a. Stop work under the agreement on the date of and to the extent specified in the notice.

- b. Complete performance of the work not terminated by COALITION.
- c. Take such action as may be necessary, or as COALITION may specify, to protect and preserve any property related to the agreement which is in the possession of CONTRACTOR and in which COALITION has or may acquire an interest.
- d. Transfer, assign, and make available to COALITION all property and materials belonging to COALITION, upon the effective date of termination of the agreement. No extra compensation will be paid to CONTRACTOR for its services in connection with such transfer or assignment.
- e. Meet all the public records law requirements specified under the section of this agreement on Public Records Law Compliance.

#### **Q. Force Majeure**

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

#### **R. Equal Employment Opportunity**

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

#### **S. No Assignment**

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

#### **T. Change Orders**

**Any change** in the details of scope of work or the fee schedule shall require a written amendment to this Agreement (a "Change Order"). Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, budget, timeline or other matter. The Change Order will become effective upon the execution of the Change Order by both parties, and the Change Order will specify the period of time within which CONTRACTOR must implement the changes. Both parties agree to act in good faith and promptly when considering a Change Order requested by the other party but

neither party is obligated to execute a Change Order. No Change Order shall become effective unless and until it is signed by both parties hereto.

#### **U. Procurement of Recovered Materials**

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

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

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

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification attached hereto. COALITION further agrees to comply with the Byrd Anti-Lobbying Amendment, which provides that contractors who apply or submit bids shall file the required certification that each tier will not use federal funds to pay a person or employee or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection

with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient (45 C.F.R. § 3).”

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

##### 1. Clean Air Act

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

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

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

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

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

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

When federal program legislation requires, all construction contracts of more than \$2,000, the recipient's and subrecipient's award shall include a provision for compliance with the Davis-

Bacon Act (40 U.S.C. 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

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

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

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$100,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements or other construction activities.
2. The ELC shall compute wages on a 40-hour week schedule and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous, or dangerous conditions or surroundings.
3. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

**AA. Agreement**

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



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

---

**CONTRACTOR**

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

---

Date

---

**COALITION**

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

---

Date



## EQUAL OPPORTUNITY EMPLOYMENT

Lakeshore is an equal opportunity/affirmative action employer committed to providing a work environment free from discrimination based upon race, color, religion, gender, national origin, ancestry, age, sexual orientation, gender identity, marital status, military status, mental or physical disability, legally protected medical condition, pregnancy and related medical conditions, or any other basis protected by applicable law. This policy applies to all areas of employment including, for example, recruitment, hiring, training, promotion, compensation and benefits.

## DRUG-FREE WORKPLACE CERTIFICATION

Lakeshore Learning Materials intends to help provide a safe and drug-free work environment for our employees and customers. With this goal in mind, we have established the following drug-free workplace policy.

Lakeshore explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Lakeshore or customer premises or while performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from Lakeshore or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk Lakeshore's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from Lakeshore or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk Lakeshore's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of Lakeshore or its customers, or while on company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

All employees are made aware of our Drug-Free Workplace policy. Any employee found to be in violation of the policy will be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.



Kyle Ferguson-Owens  
Bid Analyst

March 13, 2024

Date

## DUN & BRADSTREET INFORMATION

**Federal Employer Identification Number: 94-1525814\***

\*A Federal Employer ID Number (FEIN) identifies a business entity. This number is also referred to as a Federal Tax ID Number

**D-U-N-S Number: 028797546\***

\*The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet.

## LAKESHORE'S SAM.GOV INFORMATION

**Lakeshore Learning Materials, LLC** ● Active Registration

Unique Entity ID:  
**QMR2KX8DS581**

Doing Business As:  
**(blank)**

Purpose of Registration:  
**All Awards**

*Expiration Date*

**Apr 9, 2024**

CAGE/NCAGE:  
**0RJY0**

Physical Address:  
**2695 E Dominguez St  
Carson, CA 90895-1000 USA**

## LAKESHORE'S E-VERIFY INFORMATION

Lakeshore's Federal Work Authorization User Identification number is 113495. The Date of Authorization is 4/11/2008.



<u>Employer</u>	<u>Doing Business As</u>	<u>Account Status</u>	<u>Date Enrolled</u>	<u>Date Terminated</u>	<u>Workforce Size</u>	<u>Number of Hiring Sites</u>	<u>Hiring Site Locations (by state)</u>
Lakeshore Learning Materials, LLC		Open	09/09/2019		2,500 to 4,999	1	WI

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

Table with 2 main columns: PRODUCER (Marsh & McLennan Agency LLC) and CONTACT NAME (Bradley Warren). Includes details for insured (Lakeshore Learning Materials, LLC) and a list of insurers (Hartford Fire Insurance Company, Sentry Casualty Company).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table listing insurance coverages: COMMERCIAL GENERAL LIABILITY (72ECOSOF7567), AUTOMOBILE LIABILITY (72UENCG6716), and WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (9016910001). Includes details on policy numbers, effective dates, and limits.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Hired Auto Physical Damage:
Limit - \$50,000
Comprehensive Ded - \$500
Collision Ded - \$1,000
(See Attached Descriptions)

Table with 2 columns: CERTIFICATE HOLDER (Early Learning Coalition of Hillsborough County) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Includes signature of authorized representative).



## DESCRIPTIONS (Continued from Page 1)

Early Learning Coalition of Hillsborough County included as Additional Insured with respects to General Liability per the attached endorsement.

**SECRETARY'S CERTIFICATE**

The undersigned, David Bo Kaplan, being the duly appointed and acting Secretary of Lakeshore Learning Materials, LLC, a California Limited Liability Company (the "Company"), does hereby certify that the resolution set forth below is a true and complete copy of a resolution duly adopted by the Board of Managers of the Company by unanimous written consent on January 6, 2023; and that said resolution has not been amended or repealed and is still in full force and effect:

THEREFORE, BE IT RESOLVED that

Tyler Domski, be, and he hereby is, appointed and designated as Vice President of Business Process and Contracts, Mike Duong, be, and he hereby is, appointed and designated as Vice President of Sales Operations, Jennifer Doran, be, and she hereby is, appointed and designated as Director - Bid & Contracts, Rafael Muro, be, and he hereby is, appointed and designated as Bid Operations Manager, Eunice Peterson, be, and she hereby is, appointed and designated Bid Manager, Mariel Briones, be, and she hereby is, appointed and designated as Bid Administration Manager, and Luke Creamer, be, and he hereby is, appointed and designated as Bid Analyst, and Johanna Lopez, be, and she hereby is, appointed and designated as Bid Analyst, Kyle Ferguson-Owens, be, and she hereby is, appointed and designated as Bid Analyst, and Christopher Kingston, be, and he hereby is, appointed and designated as Bid Analyst, and Lizbeth Borja, be, and she hereby is, appointed and designated as Bid Analyst, and Jason Shamburg, be, and he hereby is, appointed and designated as Bid Analyst, all with full power and authority to act in the name and on behalf of the Company in all negotiations, concerns and transactions with third parties, their employees or agents in connection with bidding, which actions shall include but not be limited to the execution of, and affixation of the corporate seal to, all bids, papers, documents, affidavits, bond, sureties, purchase orders and notices issued pursuant to the provisions of any such bid or contract, with each and every such act to be conclusive evidence of their authority therefore and the Company's ratification, approval, confirmation and acceptance thereof as valid and binding upon the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 13th day of March, 2024.

Bo Kaplan  
Secretary



# Lakeshore®

## Warranty Information

Lakeshore offers a lifetime warranty on premium-quality classroom furniture.



<b>Premium-Quality Classroom Furniture</b>	<b>Lifetime Warranty</b>
<b>Premium-Quality Classroom Tables &amp; Desks</b>	<b>Lifetime Warranty</b>
<b>Premium-Quality Classroom Chairs</b>	<b>Lifetime Warranty</b>
<b>Premium-Quality Classroom Cots</b>	<b>Lifetime Warranty</b>
Classroom Carpets	10 Years
Write & Wipe Mobile Tables & Desks	5 Years
Outdoor Furniture	5 Years
Trikes	5 Years
Cribs	5 Years
All other items in catalog (unless otherwise noted)	1 Year

## Guarantee

We unconditionally guarantee every item we offer. If you are unhappy with any item for any reason, simply return it to us for a full refund or exchange. Your satisfaction is our top priority! If you ever have questions or concerns, contact Customer Service at (800) 428-4414 or e-mail [lakeshore@lakeshorelearning.com](mailto:lakeshore@lakeshorelearning.com).

# Visit Our Stores!

For maps to store locations, visit [LakeshoreLearning.com](http://LakeshoreLearning.com)

## Arizona

**Paradise Valley**  
(Phoenix Area)  
4727 E. Bell Rd.  
(602) 482-7900

**Phoenix**  
4819 E. Ray Rd.  
(480) 940-7700

## California

**Carson & outlet**  
2695 E. Dominguez St.  
(310) 537-4778

**Fountain Valley**  
18679 Brookhurst St.  
(714) 963-8255

**Laguna Hills**  
23501 Avenida de la Carlota  
(949) 462-9353

**Los Angeles**  
2323 S. Sepulveda Blvd.  
(310) 893-1150

**Murrieta**  
24420 Village Walk Pl.  
(951) 461-1352

**Northridge**  
17072 Devonshire St.  
(818) 366-4105

**Pasadena**  
3848 E. Foothill Blvd.  
(626) 356-3848

**Roseville**  
1850 Douglas Blvd.  
(916) 774-4304

**San Bernardino**  
898 E. Harriman Pl.  
(909) 890-1222

**San Diego**  
7510 Hazard Center Dr.  
(619) 297-8494

**San Jose**  
1099 S. Bascom Ave.  
(408) 998-0794

**San Leandro & outlet**  
1144 Montague Ave.  
(510) 483-9750

**San Marcos**  
702 Center Dr.  
(760) 504-0292

**Upland**  
125 N. Mountain Ave.  
(909) 985-9945

## California cont'd

**Ventura**  
4300 E. Main St.  
(805) 289-1550

**Walnut Creek**  
1929 Mt. Diablo Blvd.  
(925) 944-1495

## Colorado

**Littleton**  
8680A Park Meadows  
Center Dr.  
(303) 768-8484

## Florida

**Davie**  
5795 S. University Dr.  
(954) 284-0411

**Fern Park**  
335 E. State Rd. 436  
(407) 260-5531

**Tampa**  
4501 W. Kennedy Blvd.  
(813) 207-0468

## Georgia

**East Cobb**  
(Marietta Area)  
4287 Roswell Rd.  
(770) 578-3100

## Idaho

**Boise**  
417 N. Milwaukee St.  
(208) 377-1855

## Illinois

**Chicago**  
2255 W. 95th St.  
(773) 233-9210

**Orland Park**  
15780 S. La Grange Rd.  
(708) 403-6300

**Palatine**  
1403 N. Rand Rd.  
(847) 705-5052

## Indiana

**Indianapolis**  
1300 E. 86th St.  
(317) 574-0304

## Kansas

**Merriam**  
5670 Antioch Rd.  
(913) 432-3998

## Maryland

**Towson & outlet**  
1620 E. Joppa Rd.  
(410) 296-5888

## Massachusetts

**Newton**  
230 Needham St.  
(617) 969-1171

**Saugus**  
352E Broadway  
(781) 233-3770

## Michigan

**Sterling Heights**  
12210 Hall Rd.  
(586) 803-1435

## Minnesota

**Maplewood**  
1721 Beam Ave.  
(651) 777-0650

**St. Louis Park**  
5699 W. 16th St.  
(952) 541-0991

## Nebraska

**Omaha**  
12005 W. Center Rd.  
(402) 334-4466

## Nevada

**Henderson**  
1243 W. Warm  
Springs Rd.  
(702) 396-2890

## New Jersey

**Cherry Hill**  
2020 Marlton Pike West  
(856) 910-0888

**East Brunswick**  
269 State Route 18  
(732) 967-8585

**Hackensack**  
449 Essex St.  
(201) 441-9214

## New Mexico

**Albuquerque**  
6646 Indian School Rd. NE  
(505) 884-4866

## New York

**New Hyde Park**  
2079 Hillside Ave.  
(516) 616-9360

**Scarsdale**  
969A Central Park Ave.  
(914) 472-1820

## North Carolina

**Matthews**  
10005 E. Independence Blvd.  
(704) 849-2370

## Ohio

**Cleveland**  
(Beachwood Area)  
27500 Chagrin Blvd.  
(216) 378-9488

**Columbus**  
2148 Polaris Pkwy.  
(614) 846-1710

## Oklahoma

**Oklahoma City**  
6300 N. May Ave.  
(405) 858-8778

## Oregon

**Lake Oswego**  
16901 SW 65th Ave.  
(503) 620-9888

## Pennsylvania

**King of Prussia**  
340 W. DeKalb Pike  
(610) 354-0551

## Rhode Island

**Cranston**  
1400 Oaklawn Ave.  
(401) 463-8800

## Tennessee

**Nashville**  
21 White Bridge Rd.  
(615) 747-6630

## Texas

**Austin**  
9828 Great Hills Trail  
(512) 241-2885

**Dallas**  
14060 N. Dallas Pkwy.  
(972) 934-8866

**Friendswood**  
19032 Gulf Fwy.  
(281) 461-6263

**Houston**  
2405 Post Oak Blvd.  
(713) 355-1893

**McAllen**  
1316 E. Expressway 83  
(956) 618-0225

**San Antonio**  
327 NW Loop 410  
(210) 340-0504

**The Woodlands**  
Portofino Shopping Center  
19075 Interstate 45 South  
(936) 271-3585

## Utah

**Salt Lake City**  
5480 S. 900 East  
(801) 268-2224

## Virginia

**Alexandria**  
7009A Manchester Blvd.  
(703) 719-0202

## Washington

**Bellevue**  
3924 Factoria Square Mall SE  
(425) 462-8076

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# **EARLY LEARNING**

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COALITION OF HILLSBOROUGH COUNTY

## REQUEST FOR PROPOSAL

### Summer Boost Educational Board Game

February 29, 2024 to March 15, 2024

Inquiries and proposals should be directed to:

Gary Meyer  
Chief Financial Officer

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

## I. GENERAL INFORMATION

- A. Purpose.** This request for proposal (RFP) is for the Early Learning Coalition of Hillsborough County (“ELCHC” or “Coalition”) to identify and contract experienced game developers to create an educational board game focusing on Kindergarten Readiness Skills. The game's content will be provided by our organization, ensuring it is tailored specifically to the needs and characteristics of children in our county.
- B. Who May Respond.** Any U.S. based organization or independent contractor providing the specific services described above.
- C. Instructions on Proposal Submission.**
- 1. Closing Submission Date.** Proposals must be submitted via email no later than 5:00 pm EST on March 15, 2024.
  - 2. Inquiries.** Inquiries concerning this RFP should be emailed to:  
Gary Meyer  
Chief Financial Officer  
[gmeyer@elchc.org](mailto:gmeyer@elchc.org)
  - 3. Conditions of Proposal.** All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by the Early Learning Coalition of Hillsborough County (the “Coalition”),

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

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

- 4. Right to Reject.** The Coalition reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be drafted based upon the factors described in the RFP.

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

**6. Notification of Award.** It is expected that a decision selection will be made in March 2024. Upon conclusion of final negotiations, all Offerors submitting proposals to this Request for Proposal will be informed about the selection decision. If both parties cannot agree on prices for a formal contract, the work will be rebid.

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

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

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

**FAST FACTS:**

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

**III. SCOPE OF SERVICES NEEDED**

The Early Learning Coalition Hillsborough County is seeking an organization or independent contractor who can provide:

1. **Product Specifications:** Develop a board game that targets essential Kindergarten Readiness Skills such as literacy, numeracy, social-emotional development, fine motor skills, and critical thinking.
  - Utilize content provided by The Early Learning Coalition of Hillsborough County to ensure alignment with the unique educational priorities and characteristics of Hillsborough County.
  - Design an age-appropriate game suitable for children aged 4 to 6 years old, facilitating engagement and learning at pre-kindergarten and early kindergarten levels.
  - Create a collaborative learning experience that can be easily integrated into home and classroom settings, fostering interaction among children, parents, and educators.
  - Produce visually appealing game components that capture children's attention and enthusiasm for learning.
2. **Delivery:** Specify the delivery schedule, including estimated delivery times and costs for materials as a complete set.
3. **Pricing:** Provide a detailed pricing proposal, including itemized costs for each component and any associated fees (e.g., shipping, handling).
4. **Sole Source Justification:** The provider must provide a justification for their sole source status, detailing the uniqueness and unavailability of these materials from other sources if provider is a sole source for these materials.

### **ELCHC Responsibility:**

The ELCHC will provide the content for the board game as well as any marketing content specific to the ELCHC and its partners that will appear on the game board. The Early Learning Coalition of Hillsborough County (ELCHC) is committed to ensuring a smooth and efficient process for the delivery of educational materials to participants.

As the educational institution responsible for coordinating this initiative, ELCHC understands the importance of a seamless and organized delivery process. Therefore, we will supply the necessary and accurate delivery address to the selected provider, ensuring that the materials reach our office without any unnecessary delays or complications.

ELCHC takes this step to alleviate any potential logistical challenges and to enhance the overall experience for both participants and the provider. By providing the



delivery address and contact phone number, we aim to streamline the process and minimize any potential confusion or errors in the delivery of educational materials.

### **Responders to the RFP:**

Responders to the RFP will ensure the delivery of up to 1,000 complete board games designed by criteria mentioned above.

1. **Tight Development Timeline:**

Responder must be able to develop a draft proof of the game within 30 days of receiving content from the ELCHC and a final game 15 days after receiving draft proof comments from the ELCHC.

2. **Shipping:**

- Clearly outline the logistics and procedures for shipping materials directly to ELCHC.
- Specify the expected delivery timeline, shipping methods, and any associated costs.
- Detail the communication process to ensure participants are informed and can track their deliveries.

3. **Quality Assurance:**

- Assure the quality and suitability of all provided materials for educational purposes.
- Guarantee that materials are free from defects, damage, or discrepancies at the time of delivery.

4. **Pricing:**

- Submit a clear and comprehensive pricing proposal, including itemized costs for each component and any associated fees (e.g., shipping, handling).
- Ensure transparency in pricing and any potential additional charges.

5. **Delivery Schedule:**

- Specify the estimated delivery times for the materials, both collectively and for individual shipments.
- Provide a clear schedule for delivering all components as outlined in the RFP.

6. **Sole Source Justification:**

- Provide a justification for their sole source status, detailing the uniqueness and unavailability of these materials from other sources if provider is a sole source for these materials.

#### IV. CONTRACT ETHICS

1. No employee of the Coalition who exercises any responsibilities in the review, approval, or implementation of the proposal or contract shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.
2. It is a breach of ethical standards for any person to offer, give or agree to give any Coalition employee, Board of Director, or for any Coalition employee, or Board of Director to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment whenever a reasonably prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.

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

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

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

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

**1. Organizational information**

- a. Bidder name
- b. Address
- c. Email
- d. Phone, and preferred method of contact
- e. Indicate, if appropriate, if the firm is a small or Certified Minority Business Enterprise (CMBE include certificate with RFP)
- f. Name where you maintain office(s)

**2. Detailed Scope of Work Items:**

- a. Description of how you intend to deliver the services and accomplish the objectives outlined herein.

- b. Biography or resume of key personnel involved in service delivery.
- c. List and samples of prior related work.
- d. Proposed fee for providing services, including details of how fee amount was derived (number of hours, hourly rate, cost of materials, etc.). Your fee should be inclusive of administrative and travel expenses and not require direct reimbursement of these expenses.
- e. Agreement that you will enter into a standard ELCHC contract (see Exhibit A).

**VII. RFP Timeline**

RFP Issue Date:	February 29, 2024
Deadline to submit questions	March 8, 2024 to <a href="mailto:gmeyer@elchc.org">gmeyer@elchc.org</a> . Please title subject "RFP: Summer Boost Educational Board Game"  Questions will be answered by March 12, 2023
Proposal Due Date	March 15, 2024 by 5:00 PM (EST)
Evaluation Period Begins	March 16, 2024
Award and Contract Execution	March, 2024.

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

Attribute	Weight
Proven experience providing easy to use, high quality educational materials	40%
Ability to demonstrate exceptional response time and satisfaction guaranteed	30%
Ability to show value along with cost	15%
Ease of ordering platform	10%
Certified Minority Owned Business	5%

EXHIBIT A



Hillsborough County School Readiness Coalition, Inc.

D/B/A

Early Learning Coalition of Hillsborough County

Contracting With

{insert Contractor name}

For

{insert Goods or Services}



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

The COALITION and the CONTRACTOR agree to the following:

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

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

#### **B. Purpose**

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

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

The CONTRACTOR will provide the following:

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

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

The CONTRACTOR agrees to be available and shall finish services by {insert end date}.

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

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

#### **F. Indemnification**

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

**G. Insurance and Risk Mitigation**

The CONTRACTOR shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the AGREEMENT and any renewal(s) or extension(s) of it. By execution of this agreement, the CONTRACTOR accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the CONTRACTOR and the clients to be served under the agreement.

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

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

**H. Proprietary and Confidential Information**

- 1. CONTRACTOR agrees to hold in trust and confidence any confidential and proprietary information or data relating to COALITION business and shall not disseminate or disclose such information to any individual or entity, except CONTRACTOR's employees or

subcontractor's performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the COALITION.

2. With respect to any confidential information, the CONTRACTOR's obligations of nondisclosure set forth above shall continue to apply to such information for as long after this Agreement expires or terminate, as such information remains confidential.
3. An item will not be considered confidential information of the COALITION if it is:
  - a. In the public domain prior to disclosure to the CONTRACTOR or subsequent to such disclosure but through no fault of the CONTRACTOR; or
  - b. Obtained from a third party not subject to a duty of confidentiality.
4. The CONTRACTOR agrees that any computer programs, software, documentation, copyrightable work, discoveries, improvements, or other deliverables (hereinafter "Work") developed by the CONTRACTOR solely, or with others, resulting from the performance of CONTRACTOR's responsibilities and obligations pursuant to this Agreement are property of the COALITION. If for any reason the Work would not be considered a work made for hire under applicable law, for the consideration included herein, CONTRACTOR does hereby sell, assign, and transfer to the COALITION its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. CONTRACTOR agrees to provide whatever assistance is necessary for the CONTRACTOR to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

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

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

#### **J. CONTRACTOR Information**

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



will be in compliance with all applicable laws and regulations of the state and federal government.

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

1. All CONTRACTOR records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of CONTRACTOR to maintain records in a location accessible to the public.
2. Pursuant to 2 CFR §200.336, *Access to records*, CONTRACTOR agrees to provide access by COA, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of CONTRACTOR which are pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
3. Representatives of COALITION, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability ("OPPAGA"), and their duly authorized representatives, shall have access, for purposes of examination, to any books, documents, papers, and records, including electronic storage media, of CONTRACTOR as they may relate to this agreement.
4. CONTRACTOR shall maintain (or have immediate access to) books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by COALITION under this agreement.
5. COALITION shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of confidential information. COALITION agrees to make internal practices, books, and records, including policies and procedures and confidential information, relating to the use of and disclosure of confidential information received from, or created or received by CONTRACTOR on behalf of, COALITION available to COALITION upon request.
6. CONTRACTOR shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

#### **L. Remedies**

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

#### **M. Nonperformance and Financial Remedies**

If CONTRACTOR fails to perform in accordance with this Contract, COALITION will apply financial consequences as described in accordance with §§ 287.058(1)(h), 215.971(1)(c), Fla. Stat. (2023). The

foregoing does not limit additional financial consequences, which may include but are not limited to withholding funds, withholding payments until deficiency is corrected, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent permitted, or termination of the agreement. Any payment made in reliance on the CONTRACTOR'S evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to COALITION as an overpayment to the extent of such error.

#### **N. Representations and Warranties**

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

#### **O. Debarment and Suspensions Disclosures**

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

#### **P. Termination Clause**

1. **Termination due to lack of funds.** If funds to finance the agreement become unavailable or if the state government withdraws or redirects funds upon which the agreement depends, COALITION may terminate the agreement in writing with no less than 24 hours' notice. The CONTRACTOR shall receive notice by certified mail with proof of delivery after being notified verbally by the COALITION or in person with proof of delivery. COALITION shall be the final authority as to fund availability and will not reallocate funds earmarked for the agreement to another program, thus causing lack of funds.
2. **Termination for cause.** In the event of termination of this agreement by the COALITION for cause, CONTRACTOR shall be liable for COALITIONs expenses for additional managerial and administrative services required to complete or obtain the services or items from another CONTRACTOR.
3. **Termination for convenience.** COALITION by written notice to CONTRACTOR, may terminate the agreement in whole or in part when COALITION determines in its sole discretion it is in the COALITIONs interest to do so. CONTRACTOR shall not furnish any services after it receives the notice of termination, except as necessary to complete the continued portion, if any, of the agreement.
4. **After receipt of a notice of termination.** Except as otherwise specified by COALITION, CONTRACTOR shall:
  - a. Stop work under the agreement on the date of and to the extent specified in the notice.

- b. Complete performance of the work not terminated by COALITION.
- c. Take such action as may be necessary, or as COALITION may specify, to protect and preserve any property related to the agreement which is in the possession of CONTRACTOR and in which COALITION has or may acquire an interest.
- d. Transfer, assign, and make available to COALITION all property and materials belonging to COALITION, upon the effective date of termination of the agreement. No extra compensation will be paid to CONTRACTOR for its services in connection with such transfer or assignment.
- e. Meet all the public records law requirements specified under the section of this agreement on Public Records Law Compliance.

#### **Q. Force Majeure**

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

#### **R. Equal Employment Opportunity**

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

#### **S. No Assignment**

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

#### **T. Change Orders**

**Any change** in the details of scope of work or the fee schedule shall require a written amendment to this Agreement (a "Change Order"). Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, budget, timeline or other matter. The Change Order will become effective upon the execution of the Change Order by both parties, and the Change Order will specify the period of time within which CONTRACTOR must implement the changes. Both parties agree to act in good faith and promptly when considering a Change Order requested by the other party but

neither party is obligated to execute a Change Order. No Change Order shall become effective unless and until it is signed by both parties hereto.

#### **U. Procurement of Recovered Materials**

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

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

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

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification attached hereto. COALITION further agrees to comply with the Byrd Anti-Lobbying Amendment, which provides that contractors who apply or submit bids shall file the required certification that each tier will not use federal funds to pay a person or employee or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection

with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient (45 C.F.R. § 3).”

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

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

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

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

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

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

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

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

When federal program legislation requires, all construction contracts of more than \$2,000, the recipient's and subrecipient's award shall include a provision for compliance with the Davis-Bacon

Act (40 U.S.C. 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

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

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

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$100,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements or other construction activities.
2. The ELC shall compute wages on a 40-hour week schedule and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous, or dangerous conditions or surroundings.
3. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

**AA. Agreement**

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

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

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**CONTRACTOR**

{insert name}

{Insert title}

{Insert Vendor Name}

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**COALITION**

{insert name}

{Insert title}

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

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Date

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Date

March 26, 2024

CONSENT AGENDA

ITEM III.B.

<b>ISSUE:</b>	Approval of allocation of funds for intergenerational reading through volunteers
<b>FISCAL IMPACT:</b>	\$75,000
<b>FUNDING SOURCE:</b>	Florida Department of Education, Division of Early Learning American Rescue Plan Act (ARPA) Discretionary Grant funding
<b>RECOMMENDED ACTION:</b>	Approval of allocation of funds to Seniors in Service for intergenerational reading through volunteers

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**NARRATIVE:**

**Vendor Representative Present at Meeting:** Robin Ingles, Chief Executive Officer.

**Product or Service:** We are procuring 34 volunteers to routinely read in Pre-Kindergarten and Kindergarten classrooms with age-appropriate literacy to serve as intergenerational connections for children and their reading gains. Contractor must show extensive history providing volunteers services. The ELCHC is willing to ensure that contractor receives funding to cover costs for volunteer stipends. These services reading to children will occur during the period March 15, 2024 to June 30, 2024.

**Brief History:** Research shows that children that are read to more often have improved language and listening skills, experience stronger emotional connections to their loved ones, and gain a lifelong love of reading. According to a recently published study reported by PBS, reading to very young children is linked to decreased levels of aggression, hyperactivity, and attention difficulties.

**Contract Performance:** This is the first year contracting with Seniors in Service, so we have no past contract performance to report.

**Outcome:** We project this project to benefit 408 children or more. Volunteers are culturally relevant, from the same neighborhoods as those they serve; children and parents know they understand what life is like for them. Volunteers offer consistency from a caring adult that all kids need to succeed. They read aloud to children to promote a love for reading and offer mentoring using research-based

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tools to proactively help children overcome adversity in productive ways. Children read aloud to assist with pronunciation and word identification.

**Evaluation:** This evaluation measures the impact of seniors reading to children ages 2 to 5 in an intergenerational. This evaluation assesses the effectiveness of the program and identifies areas for improvement. Plan components include:

- Program Goals and Objectives: Improving children's reading & language skills, fostering social connections, and enhancing seniors' well-being.
  - Key Metrics and Indicators: Metrics include: Children's language development (vocabulary, comprehension), Seniors' sense of purpose and well-being, Frequency and duration of interactions between seniors and children, Children's enthusiasm for reading, and Improved social interactions among participants.
  - Data Collection Tools: These might include surveys, interviews, & observations. An identified standardized test is not approved for this evaluation. Baseline Data Collection Pre/post baseline data for the above will occur to ensure that data gives informed feedback regarding the impact. This will involve assessing the children's reading skills and the seniors' well-being.
  - Program Implementation: Upon contract signing, the intergenerational reading program will launch where we will track participation rates, session frequency, and any program modifications.
  - Ongoing Data Collection: The contract will define the frequency of participant surveys, observations, and assessments of children's language development. Data Analysis Analyze the collected data to measure the impact of the program. Statistical methods and qualitative analysis will identify trends and correlations. A comparison of the post-program data to the baseline data to assess changes.
  - Report Findings: Once the data is gathered, ELCHC will compile the results of our data analysis into a comprehensive report. It will include both quantitative and qualitative findings, along with significant observations and observable trends. ELCHC will present the impact on children's language and reading development and seniors' well-being.
  - Interpretation and Recommendations: Data findings will permit ELCHC to draw conclusions about the program's effectiveness. ELCHC will identify strengths and weaknesses of the program based on the evaluation results. ELCHC will provide recommendations for program improvement as necessary.
  - Disseminate Results: ELCHC will share the evaluation report with stakeholders, including program organizers, seniors, parents, and the wider
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community. ELCHC will communicate the impact of the intergenerational reading program and its implications for future initiatives.

- **Improvement:** ELCHC’s evaluation findings will help to make necessary adjustments to the program and continue monitoring its impact over time. This iterative process will help ensure the program achieves its intended goals effectively. The above evaluation will provide valuable insights into the impact of seniors reading to children in an intergenerational setting, helping to refine and improve the program for the benefit of all participants.

**Budget Impact:** This is a contract with a budget not to exceed \$75,000. This budget is based on 8,925 hours of service at \$8.41 per hour (\$4.00 for volunteer stipend, \$4.41 for program management costs including Level II criminal history background checks, program staff costs, training, supplies, and postage).

**Procurement:** This RFP was posted on our website and the MyFlorida Marketplace vendor bid system for 15 days per ELCHC policy. One bidder responded. A three-person scoring team scored the one response to ensure it met minimum score requirements. It exceeded minimum score requirements with a score of 13.5 points out of a maximum possible 15.0 points as noted below:

Rater	1 - Seniors in Service
Rater #1	4.3
Rater #2	4.2
Rater #3	5.0
	<u>13.5</u>



## 1. Organizational information

**Bidder name:** Robin Ingles (Seniors in Service of Tampa Bay, Inc.)

**Address:** 1306 W Sligh Ave, Tampa FL 33604

**Email:** ringles@seniorsinservice.org

**Phone (& preferred method of contact):** 813-368-6746 (phone or email)

**Is firm is a small or Certified Minority Business Enterprise?** No. We are a 501(c)(3).

**Name where you maintain office(s):** Seniors in Service. Our main office is in Hillsborough at address above. (We also maintain a satellite office in Pinellas at the Sunshine Center.)

## 2. Detailed Scope of Work Items:

### Description of how you intend to deliver the services and accomplish the objectives outlined herein.

During the grant period of March 15 to June 30, 2024 we will engage dedicated, trained, aged 55+ volunteers to routinely read in Hillsborough Pre-Kindergarten and Kindergarten classrooms. All children in each class will benefit from age-appropriate literacy activities and intergenerational connections that recent research and our years of experience show are key in promoting reading gains. We will use best practices from our 40 years of success in providing volunteer services through our existing Classroom Grandparent program. Our program goals directly align with ELCHC's goals to improve children's reading & language skills, foster social connections, and enhance seniors' well-being.

During the grant period we will engage at least 34 volunteers to serve in 34 Pre-K and Kindergarten classrooms. With an estimated average of 12 children in each class, at least 408 children will benefit. We will utilize best practices from our existing Classroom Grandparents program, including: 1) Focus on early learning to promote reading on grade level by 3<sup>rd</sup> grade: *Before 3rd grade students learn to read; after 3rd grade they read to learn*; 2) Services are provided IN THE CLASSROOM. Kids don't miss class or feel singled out; 3) Volunteers are culturally relevant, from the same neighborhoods as those they serve; children and parents know they understand what life is like for them; 4) Volunteers serve 5-30 hours/WEEK, offering consistency from a caring adult that all kids need to succeed; 5) Volunteers get Level-II background-checks and trainings led by experts in Literacy strategies, Classroom Management, Learning Styles, Trauma-informed Teaching and more; 6) Research-based emotional intelligence activities help kids with Adverse Childhood Experiences build resilience; 7) We engage/retain skilled volunteers with ongoing recognition/appreciation activities and a small stipend for those who income-qualify; 8) Senior-aged volunteers stay active & purposeful, improving their health and well-being; 9) Teachers get support from another caring, dedicated adult; 10) Ongoing collaborations with community partners leverage resources to maximize impact.

Activities guided by the classroom teachers will include: Volunteers reading aloud to children to promote a love for reading; Children reading aloud to assist with pronunciation, word identification, other literacy goals; Teaching alphabet, numbers, and fundamental development skills needed for promotion to the next grade; Playing games to develop knowledge of letters, sounds, and words. Volunteers also offer mentoring using research-based tools to proactively help children overcome adversity in productive ways.

## Seniors in Service of Tampa Bay – ELCHC Intergenerational Reading Through Volunteers

Collaborations leverage resources that are vital to maximizing program impact.

- Collaboration with our volunteer tutors is key. We don't merely manage volunteers; we actively engage them with ongoing training and recognition.
- Decades of collaboration with Hillsborough schools facilitate student participation/assessment, volunteer monitoring, data collection.
- Frameworks, a local nonprofit recognized for Emotional IQ expertise, provides our volunteers with training and tools that they in turn use to help students succeed.
- Partnership with myON, the digital reading platform available to all Hillsborough students helps children learn to LOVE reading.
- We actively participate in groups like Hillsborough Campaign for Grade Level Reading.

We will also collaborate with ELCHC to evaluate the impact of seniors reading to children in an intergenerational setting, helping to refine and improve the program for the benefit of all participants. Our program staff will recruit, screen, train and place highly qualified volunteers; Collaborate with teachers and school staff; Track volunteer hours/activities through Volunteer Logs; Track # children served & interim progress through school visits & teacher feedback/assessments; Monitor proposed vs. actual project expenses; and Make adjustments as needed. In addition, ELCHC will track data such as participation and session frequency and implement a research-based evaluation of our service, communicating results with us to identify what works and lessons learned. Both Seniors in Service and ELCHC will share impact with our community to position Hillsborough as a model for other regions grappling with similar needs and demographic trends.

### **Biography or resume of key personnel involved in service delivery.**

CEO Robin Ingles: Initially lured as a volunteer, Robin's passion for our mission led her to join our staff in 2015 as Director of Marketing/Development. Appointed CEO by our Board of Directors in 2019, she brings 25+ years in Finance, Marketing, Sales, Operations. With a B.S. in Accounting, Robin applied her expertise as Controller of Tampa Bay Lightning, President of a 22-unit auto repair franchisor, and launched her own ad agency. Selling her business led her to the nonprofit world. Over the past 9 years she's developed insight into all aspects of our organization, including federal, state, county, city contracts/grants & restricted/unrestricted funds. Robin provides leadership and oversight for all our programs, focusing on outcomes to maximize impact and fiscal quality control required for financial reporting, general accounting, grant accounting, accounts payable/receivable, payroll, general ledger. She works with external auditors to ensure accurate, timely year-end closing/reporting.

Director of Programs Lorena Mielke: Brings a B.A. in International Studies; Minor in Business Administration and extensive prior experience in public speaking, data analysis, motivating teamwork, aptitude for addressing cultural & linguistic competence, and a passion for service. Hired as a Classroom Grandparent Program Coordinator in 2017, she was promoted in 2020 to Education Programs Manager and, in 2021 to Director of Programs, responsible for successful delivery of all our programs. Bilingual in Spanish, she trains/mentors program staff and provides daily support through inclusive and purposeful leadership. She oversees volunteer engagement, work plans, budgets, tracking of performance/fiscal measures for accountability, corrective actions, and overall programs success.

Compliance Manager Pam Danwing brings a B.A. in Psychology & minor in Gerontology. Bilingual in Spanish, she joined our organization in 2019, successfully serving as a Classroom Grandparent Program Assistant and tackling new challenges as Program Coordinator during the pandemic.

## Seniors in Service of Tampa Bay – ELCHC Intergenerational Reading Through Volunteers

Since 2022 she's served as our Compliance Manager, responsible for providing management/oversight for required records and documentation related to our Education Programs, including: Volunteer intake documents, annual documents, background checks, site & volunteer satisfaction surveys, safety and accessibility checks; Participant records in compliance with funder requirements; Proper records/documentation (paper/electronic), data integrity, & milestones in accordance with agency, contract, funding, & program requirements; Records for performance reports and audits; Adherence to legal & company policies & procedures.

### **List of prior related work.**

#### Prior experience providing volunteer services:

Our mission is to provide solutions to community challenges by engaging volunteers aged 55+. Founded in 1984 as a 501(c)3 Florida nonprofit, we engage volunteers to help underserved children, seniors, caregivers, veterans, and families. Volunteers benefit by staying active and purposeful. Each year we serve 8,000 individuals, engaging 1500+ volunteers in collaboration with 150+ partners. During 40 years of service, we have provided 5,000,000+ hours of assistance with fair market value over \$131,600,000. Independent audits show over 94% of each dollar goes to services. In 2023 we received Points of Light Service Enterprise Certification, recognizing our organization as being in the top 11% of nonprofits nationwide in strategic volunteer management to increase return on volunteer investment for maximum impact.

#### Prior experience providing volunteers to read to children:

For 40 years, we have engaged dedicated, highly-trained volunteer tutors and mentors to help children learn to love reading. Since 1984 we have been the local sponsor for the AmeriCorps Foster Grandparent Program, a nationally-recognized, evidence-based program that engages volunteers aged 55+ to provide caring and experienced tutors and mentors to help disadvantaged children build literacy skills.

Volunteers receive training from Hillsborough County Public School's Literacy Coordinator in the Science of Reading using the same approach that all teachers in the district use as their literacy curriculum. Volunteers also receive training in Emotional Intelligence from Frameworks, going over classroom management, self-management, re-direction and research-based methods to proactively help underserved children overcome adversity in productive ways.

Volunteers offer impoverished minority children the same opportunity to succeed that others have through activities such as: Volunteers reading to children; Students reading aloud to assist with pronunciation, word identification, other literacy goals; Teaching alphabet, math, numbers skills and fundamental development skills needed for promotion to the next grade; Playing games to develop knowledge of letters, sounds, and words. Every year independent teacher assessments show that 98% of the children we serve improve literacy and emotional intelligence needed to succeed in school and in life.

#### Client reviews and testimonials:

1. Letter of Support from Hillsborough County Public Schools Superintendent Van Ayers dated September 2023 - please see last page attached.
2. Feedback from school Principals: As part of their due diligence, Hillsborough County Public Schools Director of Research contacted every single school where we engage volunteers

## Seniors in Service of Tampa Bay – ELCHC Intergenerational Reading Through Volunteers

through our Foster Grandparent Program. The response: ALL expressed strong desire to continue our partnership.

### 3. A parent's praise for her child's Classroom Grandparent:

Christopher was a struggling student who received tutoring from volunteer Sandra Jackson. Christopher's mom wrote this thank you to express how much "Grandma" Jackson helped her son: *"I am a mother concerned about my son's education and not being able to help him due to language barriers made me very frustrated. This program has been a blessing for us. Keep up the great work for the community. To all the volunteers, thank you very much for your noble work, you are the guiding light of tomorrow's professionals. I would like to especially thank Grandma Sandra Jackson since she has been very helpful so that my son Christopher can improve his reading and increase his vocabulary. He was even recognized as a terrific kid of the month."*

### 4. A child's testimonial:

Keith received literacy tutoring on a weekly basis at the North Tampa Children's Board Family Resource Center. His tutor Mr. Jackson was known for creating games out of the curriculum provided, such as rhyming games, word association, spell-out-loud, and more. This helped Keith stay engaged and learn in a fun way. After 4 months of weekly tutoring, Keith jumped from a reading level of DRA 20 to 30 – a jump normally made in approximately 9 months. At the beginning of the 2021/2022 school year, Keith was learning sight words, and in six months he was reading and enjoying fiction chapter books. Keith has a simple explanation for why he likes to read: *"Mr. Jackson makes reading fun!"*

### 5. Educators praise our Classroom Grandparents:

*"Grandma Linda is an integral part of the smooth running of my kindergarten classroom. The kids in my classroom gravitate to her nurturing personality and are assured that she is always there to give help and support. She ensures that all the kids are safe, fed and given academic support. Many feel that she is their real grandma. I cannot imagine not having her in my classroom as my children and I would be at a great loss. I remember a particular autistic child who responded to no one but grandma's soothing tones when he had his meltdowns. She would take the time to calm and reassure him that he would be okay. She is endeared to his family to this day."* -Ms. Murray, Robles Elementary

*"Ms. P, as we affectionately call her, is a vital part of helping our students feel cared for and confident in themselves so they may learn new skills that are necessary for their academic success. Ms. P works daily with small groups of students in various grades to ensure their understanding of key skills being taught in the classroom. Without Ms. Perkins' help with sight words, math fact practice, and comprehension skills checks, our students would not be as successful as they are."* -Ms. Hambrick, Sullivan Partnership School

*"Granny B" as the kids call her, is such an asset to our school family. The students' faces light up when she comes into the classroom. They love giving her hugs. She has extreme patience working with our 5 and 6 year olds. She has made an impact by helping students who are below level in reading with their letters and sounds. She also assists with students who need extra support with counting. She even assists with shoe tying, as that seems to be a theme in Kindergarten! A major impact she has had is reading books with students on their level because they might not have someone to read with at home. We love her."*

## Seniors in Service of Tampa Bay – ELCHC Intergenerational Reading Through Volunteers

-Ms. Palmeri, Frost Elementary

*“Grandma Manning has completely changed my classroom for the better. Throughout the school year, she has been so helpful, present, and giving to all my students. They benefit so much from having Grandma Manning listen, teach, and care for them... She can help the students who need extra attention, specifically with their sight words and reading.”*

- Giselle Cruz, Kindergarten Teacher Oak Grove Elementary

*“The enthusiasm, wisdom and love that classroom grandparents show our children are irreplaceable. We hope to continue working with [you] for years to come.”*

-Oak Grove Principal Pamela Wilkins

6. Our volunteers receive prestigious community awards:

2023 City of St. Petersburg Senior Hall of Fame Award to classroom volunteer Barbara Burnett

2021 Juvenile Welfare Board KidsFirst Award to classroom volunteer Ernest Cross

2021 Senior Connection Center Salt & Pepper Award to classroom volunteer Lillie Nichols

7. Data from independent teacher evaluations for the 2022-23 school year demonstrate impact:

- We served 90 preschool children; all 90 (100%) showed gains in School Readiness.
- We provided academic tutoring for 438 students in grades K-3; 98% showed improved Literacy.
- We mentored 301 students in grades K-3; 99% showed improved social-emotional skills.

### **Proposed fee for providing services, including details of how fee amount was derived**

(number of hours, hourly rate, cost of materials, etc.). Your fee should be inclusive of administrative and travel expenses and not require direct reimbursement of these expenses.

Our proposed Fee for Services: \$75,000 or \$8.41 per hour of volunteer service. This is a great value considering that as of March 2024, the average base rate for a reading tutor in Tampa is \$19.34 per hour! [<https://www.care.com/cost/reading-tutors/tampa-fl>]

#### Budget Assumptions:

Grant Period March 15-June 30, 2024 (15 weeks)

Projected # children served = 408

Projected # volunteers = 34

Projected total hours of service = 8925 (assumes each volunteer averages 17.5 hours/week.)

#### **Proposed Fee for Services = \$75,000 (8925 hours x \$8.41 per hour) which includes:**

- **Volunteer Expenses (\$4/hour stipend)**
- **Program Management Fee (Level II criminal history background checks, program staff costs, training, supplies, and postage) @ \$4.41/hour**

#### **Agreement that you will enter into a standard ELCHC contract (see Exhibit A).**

I agree that I will enter into a standard ELCHC contract on behalf of Seniors in Service of Tampa Bay, Inc. as shown in Exhibit A.





# **EARLY LEARNING**

COALITION OF HILLSBOROUGH COUNTY

## **REQUEST FOR PROPOSAL Intergenerational Reading through Volunteers**

**February 29, 2024 to March 15, 2024**

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

**Gary Meyer  
Chief Financial Officer**

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

I. **GENERAL INFORMATION**

- A. **Purpose.** This request for proposal (RFP) is for the Early Learning Coalition of Hillsborough County (“ELCHC” or “Coalition”) to identify and contract with a single or multiple organization(s) or independent contractors that can provide up to 150 to 300 volunteers to routinely read in Pre-Kindergarten and Kindergarten classrooms with age-appropriate literacy to serve as intergenerational connections for children and their reading gains. Qualified entities must show extensive history providing volunteers services. The ELCHC is willing to ensure that qualified entities receive funding to cover costs for volunteer stipends. These services reading to children will occur during the period March 15, 2024 to June 30, 2024.
- B. **Who May Respond.** Any U.S. based organization or independent contractor providing services reading to children to promote early literacy.
- C. **Instructions on Proposal Submission.**
  - 1. **Closing Submission Date.** Proposals must be submitted via email no later than 5:00 pm EST on March 15, 2024.
  - 2. **Inquiries.** Inquiries concerning this RFP should be emailed to:  
Gary Meyer  
Chief Financial Officer  
gmeyer@elchc.org
  - 3. **Conditions of Proposal.** All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by the Early Learning Coalition of Hillsborough County (the “Coalition”),

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

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

4. **Right to Reject.** The Coalition reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be drafted based upon the factors described in the RFP.
5. **Minority-Owned Businesses.** Efforts will be made by the Coalition to utilize woman, minority and/or service-disabled veteran owned businesses.
6. **Notification of Award.** It is expected that a decision selection will be made in March, 2024. Upon conclusion of final negotiations, all Offerors submitting proposals to this Request for Proposal will be informed about the selection decision. If both parties cannot agree on prices for a formal contract, the work will be rebid.

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

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

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

**FAST FACTS:**

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

### III. SCOPE OF SERVICES NEEDED

The Early Learning Coalition Hillsborough County is seeking a single or multiple organization(s) or independent contractor(s) who can provide services reading to children to promote early literacy.

#### **Responders to the RFP must provide:**

Up to 150 to 300 volunteers to routinely read in Pre-Kindergarten and Kindergarten classrooms with age-appropriate literacy to serve as intergenerational connections for children and their reading gains. Qualified entities must show extensive history providing volunteers services. The ELCHC is willing to ensure that qualified entities receive funding to cover costs for volunteer stipends. These services reading to children will occur during the period March 15, 2024 to June 30, 2024.

Budget is not to exceed \$75,000.

#### **COALITION will provide:**

A research-based evaluation of this service as described in Exhibit B. Exhibit B is provided for informational purposes only and is not within the scope of this RFP.

### IV. CONTRACT ETHICS

1. No employee of the Coalition who exercises any responsibilities in the review, approval, or implementation of the proposal or contract shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.
2. It is a breach of ethical standards for any person to offer, give or agree to give any Coalition employee, Board of Director, or for any Coalition employee, or Board of Director to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment whenever a reasonably prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.

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

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

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

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

**1. Organizational information**

- a. Bidder name
- b. Address
- c. Email
- d. Phone, and preferred method of contact
- e. Indicate, if appropriate, if the firm is a small or Certified Minority Business Enterprise (CMBE include certificate with RFP)
- f. Name where you maintain office(s)

**2. Detailed Scope of Work Items:**

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

**VII. RFP TIMELINE.**

RFP Issue Date:	February 29, 2024
Deadline to submit questions	March 8, 2024 to <a href="mailto:gmeyer@elchc.org">gmeyer@elchc.org</a> . Please title subject "RFP: Summer Boost Educational Board Game"  Questions will be answered by March 12, 2023
Proposal Due Date	March 15, 2024 by 5:00 PM (EST)

Evaluation Period Begins	March 16, 2024
Award and Contract Execution	March, 2024.

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

Attribute	Weight
List of 5 to 7 client reviews	40%
Prior experience providing volunteer services	25%
Prior experience providing volunteers to 'read' to children	15%
Cost/value	15%
Certified Minority-owned business or 501(c)(3)	5%

EXHIBIT A



Hillsborough County School Readiness Coalition, Inc.

D/B/A

Early Learning Coalition of Hillsborough County

Contracting With

{insert Contractor name}

For

{insert Goods or Services}

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

The COALITION and the CONTRACTOR agree to the following:

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

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

#### **B. Purpose**

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

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

The CONTRACTOR will provide the following:

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

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

The CONTRACTOR agrees to be available and shall finish services by {insert end date}.

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

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

#### **F. Indemnification**



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

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

The CONTRACTOR shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the AGREEMENT and any renewal(s) or extension(s) of it. By execution of this agreement, the CONTRACTOR accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the CONTRACTOR and the clients to be served under the agreement.

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

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

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

1. CONTRACTOR agrees to hold in trust and confidence any confidential and proprietary information or data relating to COALITION business and shall not disseminate or disclose such information to any individual or entity, except CONTRACTOR's employees or

subcontractor's performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the COALITION.

2. With respect to any confidential information, the CONTRACTOR's obligations of nondisclosure set forth above shall continue to apply to such information for as long after this Agreement expires or terminate, as such information remains confidential.
3. An item will not be considered confidential information of the COALITION if it is:
  - a. In the public domain prior to disclosure to the CONTRACTOR or subsequent to such disclosure but through no fault of the CONTRACTOR; or
  - b. Obtained from a third party not subject to a duty of confidentiality.
4. The CONTRACTOR agrees that any computer programs, software, documentation, copyrightable work, discoveries, improvements, or other deliverables (hereinafter "Work") developed by the CONTRACTOR solely, or with others, resulting from the performance of CONTRACTOR's responsibilities and obligations pursuant to this Agreement are property of the COALITION. If for any reason the Work would not be considered a work made for hire under applicable law, for the consideration included herein, CONTRACTOR does hereby sell, assign, and transfer to the COALITION its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. CONTRACTOR agrees to provide whatever assistance is necessary for the CONTRACTOR to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

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

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

#### **J. CONTRACTOR Information**

1. Independent CONTRACTOR Status: CONTRACTOR agrees that the relationship between CONTRACTOR and the COALITION is that of an independent CONTRACTOR for employment tax purposes. CONTRACTOR shall be solely responsible for self-employment, income or any other taxes relating to payments under this agreement including those of any employees.

2. The CONTRACTOR agrees that during the duration of this Agreement as a condition of the COALITION's duty to perform under the terms of this Agreement that the CONTRACTOR will be in compliance with all applicable laws and regulations of the state and federal government.

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

1. All CONTRACTOR records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of CONTRACTOR to maintain records in a location accessible to the public.
2. Pursuant to 2 CFR §200.336, *Access to records*, CONTRACTOR agrees to provide access by COA, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of CONTRACTOR which are pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
3. Representatives of COALITION, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability ("OPPAGA"), and their duly authorized representatives, shall have access, for purposes of examination, to any books, documents, papers, and records, including electronic storage media, of CONTRACTOR as they may relate to this agreement.
4. CONTRACTOR shall maintain (or have immediate access to) books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by COALITION under this agreement.
5. COALITION shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of confidential information. COALITION agrees to make internal practices, books, and records, including policies and procedures and confidential information, relating to the use of and disclosure of confidential information received from, or created or received by CONTRACTOR on behalf of, COALITION available to COALITION upon request.
6. CONTRACTOR shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

#### **L. Remedies**

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

#### **M. Nonperformance and Financial Remedies**

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

#### **N. Representations and Warranties**

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

#### **O. Debarment and Suspensions Disclosures**

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

#### **P. Termination Clause**

1. **Termination due to lack of funds.** If funds to finance the agreement become unavailable or if the state government withdraws or redirects funds upon which the agreement depends, COALITION may terminate the agreement in writing with no less than 24 hours' notice. The CONTRACTOR shall receive notice by certified mail with proof of delivery after being notified verbally by the COALITION or in person with proof of delivery. COALITION shall be the final authority as to fund availability and will not reallocate funds earmarked for the agreement to another program, thus causing lack of funds.
2. **Termination for cause.** In the event of termination of this agreement by the COALITION for cause, CONTRACTOR shall be liable for COALITIONs expenses for additional managerial and administrative services required to complete or obtain the services or items from another CONTRACTOR.
3. **Termination for convenience.** COALITION by written notice to CONTRACTOR, may terminate the agreement in whole or in part when COALITION determines in its sole discretion it is in the COALITIONs interest to do so. CONTRACTOR shall not furnish any services after it receives the notice of termination, except as necessary to complete the continued portion, if any, of the agreement.
4. **After receipt of a notice of termination.** Except as otherwise specified by COALITION, CONTRACTOR shall:

- a. Stop work under the agreement on the date of and to the extent specified in the notice.
- b. Complete performance of the work not terminated by COALITION.
- c. Take such action as may be necessary, or as COALITION may specify, to protect and preserve any property related to the agreement which is in the possession of CONTRACTOR and in which COALITION has or may acquire an interest.
- d. Transfer, assign, and make available to COALITION all property and materials belonging to COALITION, upon the effective date of termination of the agreement. No extra compensation will be paid to CONTRACTOR for its services in connection with such transfer or assignment.
- e. Meet all the public records law requirements specified under the section of this agreement on Public Records Law Compliance.

#### **Q. Force Majeure**

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

#### **R. Equal Employment Opportunity**

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

#### **S. No Assignment**

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

#### **T. Change Orders**

**Any change** in the details of scope of work or the fee schedule shall require a written amendment to this Agreement (a "Change Order"). Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, budget, timeline or other matter. The Change Order will become effective upon the execution of the Change Order by both parties, and the Change Order will specify

the period of time within which CONTRACTOR must implement the changes. Both parties agree to act in good faith and promptly when considering a Change Order requested by the other party but neither party is obligated to execute a Change Order. No Change Order shall become effective unless and until it is signed by both parties hereto.

#### **U. Procurement of Recovered Materials**

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

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

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

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification attached hereto. COALITION further agrees to comply with the Byrd Anti-Lobbying Amendment, which provides that contractors who apply or submit bids shall file the required

certification that each tier will not use federal funds to pay a person or employee or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient (45 C.F.R. § 3)."

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

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

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

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

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

## **X. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)**

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$2,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

2. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements, or other construction activities.

3. The COALITION, its subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The COALITION shall report all suspected or reported violations to DEL.

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

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

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

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

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$100,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements or other construction activities.
2. The ELC shall compute wages on a 40-hour week schedule and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous, or dangerous conditions or surroundings.
3. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

**AA. Agreement**

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



AGREEMENT. The CONTRACTOR and the COALITION agree that Hillsborough County shall be the venue of any legal action between the parties.

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

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

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Date

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

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Date

## EXHIBIT B

### **Intergenerational Benefits of Reading to Children by Seniors: A Compelling Investment in Literacy**

Intergenerational programs that encourage seniors and the elderly to read to children have gained increasing recognition for their myriad benefits. These programs facilitate the bonding between different generations while simultaneously contributing to the cognitive, emotional, and social development of children. The below delves into the intergenerational advantages of reading to children by seniors and the elderly, backed by empirical evidence from recent academic sources.

First and foremost, numerous studies have demonstrated the cognitive benefits of intergenerational reading. Research published in the Cambridge Journal of Education (2023) by George Koutsouris et al. highlights how the Silver Stories program, conducted during the Covid-19 pandemic, assessed the educational outcomes of children involved in intergenerational reading activities. Their findings revealed improvements in vocabulary, language skills, and reading comprehension among participating children. Moreover, studies cited in the National Center for Biotechnology Information (NCBI) articles show that intergenerational reading fosters enhanced cognitive stimulation, which is particularly crucial for the cognitive development of young minds.

Second, intergenerational reading programs promote emotional bonding between seniors and children, addressing the social isolation often experienced by older adults. As outlined in the NCBI articles, these interactions boost seniors' emotional well-being by providing them with a sense of purpose and social connection. In return, children benefit from the nurturing environment provided by their elderly counterparts, which fosters emotional intelligence and empathy. This intergenerational bonding can have long-lasting positive effects on the mental health and emotional development of both seniors and children.

Furthermore, the benefits of intergenerational reading extend beyond the emotional and cognitive domains. Seniors and the elderly who engage in these programs often experience improved overall health and well-being. The ElderCare Home Health website emphasizes that such activities enhance seniors' physical and mental health, reducing the risk of depression and cognitive decline. Investors should take note of these holistic health benefits as they have the potential to reduce healthcare costs and improve the quality of life for older adults (Eldercare Home Health Inc, 2023).

In terms of societal advantages, intergenerational reading programs contribute to a stronger sense of community and social cohesion. Femia et al., 2008 underscores how these programs promote positive attitudes towards aging and bridge the generation gap. As investors seek opportunities to make a positive societal impact, supporting initiatives that bring generations together and reduce ageism is a compelling avenue.

Thus, investing in intergenerational reading programs that involve seniors and the elderly reading to children is not only a socially responsible endeavor but also one that offers substantial benefits. Empirical evidence supports the cognitive, emotional, and health advantages of these programs, making them a promising avenue for investors looking to promote intergenerational connections and enhance the well-being of both seniors and children. ELCHC intends to utilize one time funding to spark a nexus between seniors and early literacy toward improving reading in Hillsborough County.

## **Program Evaluation**

This evaluation measures the impact of seniors reading to children ages 2 to 5 in an intergenerational. This evaluation assesses the effectiveness of the program and identifies areas for improvement. Plan components include:

### **Program Goals and Objectives**

Improving children's reading & language skills, fostering social connections, and enhancing seniors' well-being.

### **Key Metrics and Indicators**

Metrics include:

- Children's language development (vocabulary, comprehension)
- Seniors' sense of purpose and well-being
- Frequency and duration of interactions between seniors and children
- Children's enthusiasm for reading
- Improved social interactions among participants.

### **Data Collection Tools**

These might include surveys, interviews, & observations. An identified standardized test is not approved for this evaluation.

### **Baseline Data Collection**

Pre/post baseline data for the above will occur to ensure that data gives informed feedback regarding the impact. This will involve assessing the children's reading skills and the seniors' well-being.

### **Program Implementation**

Upon contract signing, the intergenerational reading program will launch where we will track participation rates, session frequency, and any program modifications.

### **Ongoing Data Collection**

The contract will define the frequency of participant surveys, observations, and assessments of children's language development.

## **Data Analysis**

Analyze the collected data to measure the impact of the program. Statistical methods and qualitative analysis will identify trends and correlations. A comparison of the post-program data to the baseline data to assess changes.

## **Report Findings**

Once the data is gathered, ELCHC will compile the results of our data analysis into a comprehensive report. It will include both quantitative and qualitative findings, along with significant observations and observable trends. ELCHC will present the impact on children's language and reading development and seniors' well-being.

## **Interpretation and Recommendations**

Data findings will permit ELCHC to draw conclusions about the program's effectiveness. ELCHC will identify strengths and weaknesses of the program based on the evaluation results. ELCHC will provide recommendations for program improvement as necessary.

## **Disseminate Results**

ELCHC will share the evaluation report with stakeholders, including program organizers, seniors, parents, and the wider community. ELCHC will communicate the impact of the intergenerational reading program and its implications for future initiatives.

## **Improvement**

ELCHC's evaluation findings will help to make necessary adjustments to the program and continue monitoring its impact over time. This iterative process will help ensure the program achieves its intended goals effectively.

The above evaluation will provide valuable insights into the impact of seniors reading to children in an intergenerational setting, helping to refine and improve the program for the benefit of all participants.

## Parent Satisfaction with Literacy Program Survey

*Please rate the following statements on a scale from 1 to 5, with 1 being "Strongly Disagree" and 5 being "Strongly Agree."*

1. The intergenerational reading program has improved my child's interest in reading.
  - 1 (Strongly Disagree)
  - 2 (Disagree)
  - 3 (Neutral)
  - 4 (Agree)
  - 5 (Strongly Agree)
2. The literacy program has enhanced my child's vocabulary and language skills.
  - 1 (Strongly Disagree)
  - 2 (Disagree)
  - 3 (Neutral)
  - 4 (Agree)
  - 5 (Strongly Agree)
3. The program's activities are engaging and age-appropriate for my child.
  - 1 (Strongly Disagree)
  - 2 (Disagree)
  - 3 (Neutral)
  - 4 (Agree)
  - 5 (Strongly Agree)
4. I feel that my child is developing a stronger bond with their grandparents or older family members through this program.
  - 1 (Strongly Disagree)
  - 2 (Disagree)
  - 3 (Neutral)
  - 4 (Agree)
  - 5 (Strongly Agree)
5. The program effectively encourages my child to express themselves through storytelling and reading activities.
  - 1 (Strongly Disagree)
  - 2 (Disagree)
  - 3 (Neutral)
  - 4 (Agree)
  - 5 (Strongly Agree)
6. I find the program's schedule and duration to be convenient for my family's needs.

- 1 (Strongly Disagree)
  - 2 (Disagree)
  - 3 (Neutral)
  - 4 (Agree)
  - 5 (Strongly Agree)
7. The program provides a variety of reading materials suitable for my child's age group.
- 1 (Strongly Disagree)
  - 2 (Disagree)
  - 3 (Neutral)
  - 4 (Agree)
  - 5 (Strongly Agree)
8. The program facilitators are knowledgeable and supportive in promoting literacy among children.
- 1 (Strongly Disagree)
  - 2 (Disagree)
  - 3 (Neutral)
  - 4 (Agree)
  - 5 (Strongly Agree)
9. I feel that my child's reading and comprehension skills have improved since participating in this program.
- 1 (Strongly Disagree)
  - 2 (Disagree)
  - 3 (Neutral)
  - 4 (Agree)
  - 5 (Strongly Agree)
10. The literacy program encourages my child's creativity and imagination.
- 1 (Strongly Disagree)
  - 2 (Disagree)
  - 3 (Neutral)
  - 4 (Agree)
  - 5 (Strongly Agree)
11. I would recommend this intergenerational reading program to other parents with children aged 2 to 5 years old.
- 1 (Strongly Disagree)
  - 2 (Disagree)
  - 3 (Neutral)

- 4 (Agree)
- 5 (Strongly Agree)

12. Is there any additional feedback or comments you would like to share about your experience with our literacy program? (Open-ended)



## References

- Ece Demir-Lira, Ö., Applebaum, L. R., Goldin-Meadow, S., & Levine, S. C. (2019). Parents' early book reading to children: Relation to children's later language and literacy outcomes controlling for other parent language input. *Developmental science*, 22(3), e12764. <https://doi.org/10.1111/desc.12764>
- Eldercare Home Health Inc. (2023, April 6). *The benefits of reading to children for seniors*. <https://eldercarehomehealth.com/the-benefits-of-reading-to-children-for-seniors/>
- Femia, E. E., Zarit, S. H., Blair, C., Jarrott, S. E., & Bruno, K. (2008). Intergenerational preschool experiences and the young child: Potential benefits to development. *Early Childhood Research Quarterly*, 23(2), 272–287. <https://doi.org/10.1016/j.ecresq.2007.05.001>
- George Koutsouris, Tricia Nash & Brahm Norwich (2023) Conducting school-based research during Covid: evaluating the Silver Stories programme, *Cambridge Journal of Education*, 53:3, 413-429, [10.1080/0305764X.2022.2161477](https://doi.org/10.1080/0305764X.2022.2161477)
- Morgan, P. L., Farkas, G., Hillemeier, M. M., Hammer, C. S., & Maczuga, S. (2015). 24-Month-Old Children With Larger Oral Vocabularies Display Greater Academic and Behavioral Functioning at Kindergarten Entry. *Child development*, 86(5), 1351–1370. <https://doi.org/10.1111/cdev.12398>
- Morita, K., & Kobayashi, M. (2013). Interactive programs with preschool children bring smiles and conversation to older adults: time-sampling study. *BMC Geriatrics*, 13, 111. <https://doi.org/10.1186/1471-2318-13-111>

ELCHC BOARD OF DIRECTORS FINANCE COMMITTEE MEETING-

March 26, 2024

**ACTION**

**ITEM III. A.**

<b>ISSUE:</b>	Approval of Audited Financial Statements for the Fiscal Years ended June 30, 2023 and 2022
<b>FISCAL IMPACT:</b>	None
<b>FUNDING SOURCE:</b>	N/A
<b>RECOMMENDED ACTION:</b>	Approval of the Audited Financial Statements for the Fiscal Years ended June 30, 2023 and 2022

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**NARRATIVE:** The Coalition’s external auditors, MSL, P.A., have determined that our financial statements for the years ended June 30, 2023 and 2022 are presented fairly with no deficiencies in internal controls. They issued an unqualified (clean) opinion.

(Attachment)

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# CEO REPORT

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**ARPA Updates**



**Legislative Update**



**Children's Summit 2024 Update**



**Provider Site Visits**