

INVITATION TO NEGOTIATE

SECTION 1: INTRODUCTION

1.1 STATEMENT OF NEED

At this time, the Early Learning Coalition of the Big Bend, Inc. (hereinafter “Coalition”) is announcing its interest in securing services from qualified organizations to provide leased commercial office space located in Leon County, to support the ELC’s successful service delivery. **The ELC will be entering into a lease agreement for a period of five (5) years, commencing October 1, 2027, with an option to renew for one 5-year period** subject to:

1. Satisfaction of the ELC
2. Availability of funds as determined by the Coalition

The agreement may also be affected by any changes in statute or rule that may arise during the agreement period or by amendments to the ELC’s annual Work Plan as approved by the Florida Department of Education/Division of Early Learning (FDOE/DEL). Said limitations, however, do not render the agreement illusory because the ELC is a legislatively created entity that relies on state and federal funding and as such the respective agreement will delineate the notice that the Coalition will provide the landlord to prevent issues of reliance.

The ELC issues this Invitation to Negotiate (ITN), **ITN.2026.2027-0001** with the explicit understanding that minor and major changes may be made, up to and including the option to rescind this ITN in its entirety, if such is in the best interest of the Coalition.

1.2 DEFINITIONS

In this ITN, capitalized terms used herein shall have the meaning ascribed thereto in Chapter 287.057, Florida Statutes, Chapter 255.25, Florida Statute, and Section 1002, Florida Statutes. In addition, Attachment K – Definitions, list terms and their specified meanings, unless expressly provided or unless the context otherwise requires.

1.3 ELIGIBLE PROPOSERS

All public and private corporations properly organized in accordance with State and Federal law and in business for at least one year may submit a Proposal for the provision of services as defined within this ITN.

No Proposer will be considered if:

- 1) The Proposer has been convicted of a public entity crime, or has been placed on the convicted vendor list or has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S.
- 2) The Proposer has been debarred or suspended or otherwise determined to be ineligible to receive federal and/or state funds by an action of any governmental agency.
- 3) The Proposer’s previous agreement(s) with the ELC or any other State of Florida or state affiliated agency including other Early Learning Coalitions have been terminated for cause.

- 4) The Proposer has not complied with an official order to repay disallowed costs incurred during its conduct of programs or services.
- 5) For any cause for which the Proposer is determined non-responsive or non-responsible.

1.4 AUTHORITIES

This ITN is issued in compliance with the following programmatic authority:

- 1) Authority for the DEL and for the local School Readiness Coalitions is provided in Part VI of Chapter 1002, F.S.
- 2) Authority for the Voluntary Pre-Kindergarten Education Program is provided in Part V of Chapter 1002, F.S.
- 3) Authority for Procurement of Personal Property and Services is provided in the ELC's Grant Agreement with OEL and Chapters 255 and 287, F.S.

1.5 FURTHER CONDITIONS

It is essential to the administration, coordination, availability, and delivery of School Readiness and VPK services that the Proposer be impartial in all matters. Therefore, the ELC reserves the right to reject a Proposal where there will be a continuing or frequently recurring conflict between the Proposer's private interests and the performance of the Proposer's duties in the public's interest.

This ITN does not commit or obligate the ELC to award an agreement, to commit any funds identified in this ITN document, to pay any costs incurred in the preparation or presentation of a Proposal to this ITN, to pay for any costs incurred in advance of the execution of an agreement.

Payment for the provision of services from any agreement award resulting from this ITN is contingent upon an annual appropriation by the State of Florida Legislature and availability of any and all applicable federal funds.

The ELC furthermore reserves the right to:

- 1) Reject any and/or all Proposals in whole or in part as the ELC deems is in its best interest.
- 2) Change or waive any provisions set forth in this ITN.
- 3) Return non-responsive Proposals without review.
- 4) Waive informalities and minor irregularities in Proposals received, as the ELC deems appropriate.
- 5) Request additional data, technical or price revisions, or oral presentations in support of the written Proposal.
- 6) Independently determine that an arms-length agreement exists between the Proposer and any sub-Lessors or vendors they might choose to use.
- 7) Verify any factual information as it is presented within the Proposal.
- 8) Require the establishment of escrow accounts for a Lessor that currently has outstanding debts to the ELC as a result of audits or monitoring reviews.
- 9) Conduct an analysis that may include, but is not limited to, a review of the Proposer's, record keeping procedures, management systems, accounting and administrative systems, personnel qualifications, program materials, customer

- satisfaction levels, previous agreement performance records and adherence to current budget/agreement requirements.
- 10) Change specifications and modify agreements as necessary to facilitate compliance with legislation, regulations and policy directives, to manage funding and/or to meet the needs of children, families, and caregivers.
 - 11) Conduct analysis of the budget and projected costs submitted by the Proposer in response to this ITN.
 - 12) To make any and all determinations exclusively which it deems necessary to protect the best interests of the ELC, early learning programs and/or the families and children who are served by the ELC either directly or indirectly through any of its Lessors. The absence of ELC, setting forth a specific reservation of rights, does not subject other areas of any agreement resulting from this ITN to mutual agreement.
 - 13) Must be authorized to do business in the State of Florida and in Leon County, Florida and if necessary, must possess any registrations or licenses required by law to provide the scope of services set forth in this ITN.

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SECTION 2: INVITATION TO NEGOTIATE (ITN) PROCESS

2.1 PROCUREMENT SCHEDULE

The ELC's ITN process will generally adhere to the following procurement schedule. The dates and locations listed below are subject to change. Proposers will be notified of any changes made to the procurement schedule. All times are Eastern Standard Time (EST).

	ACTIVITY	DATE	LOCATION*
1	Announcement and Release of Invitation to Negotiate	October 12, 2026	Announcement will be posted on ELC's website
2	Last day for submission of written inquiries	October 19, 2026 5:00 p.m.	Written inquiries may be submitted via e-mail, certified mail, or facsimile.
3	ELC response to written inquiries	November 2, 2026 5:00 p.m.	Responses will be sent via email and posted on ELC's Website
4	Deadline for Receipt of Proposals	November 16, 2026 5:00 p.m.	2639 North Monroe Street, Building C-300 Tallahassee, FL 32303
5	Initial Opening of Proposals	November 23, 2026 4:00 p.m.	2639 North Monroe Street, Building C-300 Tallahassee, FL 32303
6	Time period for evaluation of proposals	November 23 – December 2, 2026	N/A
7	Anticipated Negotiations	December 2 – December 16, 2026	N/A
8	Anticipated Posting of Notice of Intent to Award	December 30, 2026	Award will be posted on ELCELC's website

*Locations subject to change. Notification of any changes will be made to all interested parties as well as posted at (<https://elcbigbend.org>).

2.2 OFFICIAL CONTACT PERSON – TENANT BROKER

The Early Learning Coalition of the Big Bend Region issues this ITN. The contact person listed below is the sole point of contact for this ITN.

Paul Kelly or Tyler Cameron
Savills, Inc.
941 W. Morse Blvd. Suite 100
Winter Park, FL 32789
Phone: 407.373.4795
E-mail: pmkelly@savills.us / tcameron@savills.us

2.3 LIMITATIONS ON CONTACTING ELC PERSONNEL

Proposers are prohibited from contacting ELC personnel or Board members regarding this solicitation other than the contact person identified in Section 2.2 of this document. Any violation may result in the disqualification of the Proposer. Please refer to Section 2.4 for instructions regarding inquiries.

2.4 INQUIRIES

All inquiries requesting clarification regarding this ITN must be made in writing to the identified contact person and received no later than October 19, 2026, at 5:00 PM EST. **WRITTEN INQUIRIES MAY BE SUBMITTED VIA E-MAIL, CERTIFIED MAIL, OR FACSIMILE.** It is the responsibility of the Proposer to ensure that facsimiles and electronic information has been received by the Official Contact listed above.

The response to written inquiries will be posted on the website, distributed by email, and available at the ELC office no later than November 2, 2026, at 5:00 PM EST.

Information regarding any addenda to the ITN and copies of written ELC responses to questions resulting in clarifications or addenda to the ITN will be posted on www.elcbigbend.org.

2.5 ACCEPTANCE OF PROPOSALS

A complete ITN must be received in the ELC office no later than November 16, 2026, at 2:00 PM EDT to the following address:

Early Learning Coalition of the Big Bend Region
ATTN: Kara Palmer Smith, Chief Operating Officer
2639 North Monroe Street, Building C-300
Tallahassee, FL 32303

(Refer to Section 6 for instructions on Submission of ITN documents)

Any Proposal submitted shall remain firm and valid for one-hundred eighty (180) days after the response submission due date, or until an Agreement is fully executed, whichever occurs first. No changes, modifications or additions to the submitted Proposal

will be accepted by or be binding on the ELC after the deadline for submitting Proposals has passed.

THE PROPOSER IS SOLELY RESPONSIBLE FOR ASSURING THAT ANYTHING SENT TO THE ELC ARRIVES SAFELY AND ON TIME. ANY SUBMISSION TO THE ELC, INCLUDING INQUIRIES REGARDING THE ITN, AND/OR PROPOSALS NOT RECEIVED AT EITHER THE SPECIFIED PLACE AND/OR BY THE SPECIFIED DATE AND TIME WILL BE REJECTED AND RETURNED UNOPENED TO THE PROPOSER BY THE ELC.

DISCLAIMER

THIS ITN IS AN INVITATION TO NEGOTIATE AND IS FOR DISCUSSION PURPOSES ONLY. IT IS

NEITHER AN OFFER, CONTRACT NOR AGREEMENT OF ANY KIND. NEITHER THE ELC NOR THE PROPOSER/LESSOR SHALL HAVE ANY LEGAL RIGHTS OR OBLIGATIONS WHATSOEVER BETWEEN THEM AND NEITHER SHALL TAKE ANY ACTION OR FAIL TO TAKE ANY ACTION IN RELIANCE UPON ANY PART OF THESE DISCUSSIONS UNTIL THE PROPOSED TRANSACTION AND A DEFINITIVE WRITTEN LEASE AGREEMENT IS APPROVED IN WRITING BY THE COALITION. THIS ITN SHALL NOT BE CONSIDERED AN OFFER TO LEASE. THE TERMS OF ANY TRANSACTION, IF CONSUMMATED, SHALL NOT BE FINAL NOR BINDING ON EITHER PARTY UNTIL A LEASE AGREEMENT IS EXECUTED BY ALL PARTIES.

2.6 WITHDRAWAL OF PROPOSAL

A written request for withdrawal, signed by the Proposer, may be considered if received by the ELC prior to the Proposal opening time and date indicated in the Procurement Schedule in Section 2.1 of this ITN.

2.7 NOTICE TO AWARD

Through completion of the Proposal review process described in Section 7 of this ITN, the Committee will review and score Proposals that have been deemed compliant. The responsible and responsive Proposer(s) with the highest Total Proposal Score will be selected to begin negotiations. The ELC may also negotiate with the next highest scored proposal(s) in the event agreement cannot be reached with the highest scored proposal. Once an agreement is reached, the successful Proposer will be presented to the ELC's Board of Directors for Approval to enter into an agreement.

2.8 APPEAL PROCESS

Any Proposer who is adversely affected by a ELC decision or intended decision concerning a procurement solicitation has the right to appeal. The appeal process is as follows:

1. Submit a letter within three (3) business days from the date of the Agreement award to the Executive Director of the Early Learning Coalition of the Big Bend, stating that an appeal to the Agreement award is being filed and the specific reasons for that appeal based on the following four criteria:

- a. Clear and substantial error or misstated facts by the review team upon which the decision was made
- b. Unfair competition or conflict of interest in decision making process
- c. Any illegal or improper act or violation of law
- d. Other legal basis on grounds that may substantially alter the ELC's decision

The Chief Executive Officer will review the appeal and respond in writing within ten (10) business days. Should the Chief Executive Officer require additional time to review the matter, the Proposer shall be advised in writing (electronic and/or mail) within ten (10) business day period.

2. In the event the Chief Executive Officer 's response is not satisfactory to the Proposer, an appeal to the Executive Committee may be requested. The appeal must be provided in writing within fifteen (15) business days from receipt of the response from the ELC and address it to:

Early Learning Coalition of the Big Bend Region
Attention: Board Chair
2639 North Monroe Street, Building C-300
Tallahassee, FL 32303

The appeal will be heard by the Executive Committee at a time set by the ELC's Board Chair after consultation with counsel. The Executive Committee's decision will be made by a majority of members present. A written acknowledgment and final resolution of the appeal will be made within thirty (30) calendar days of the request. The result will be the final outcome on behalf of the ELC unless otherwise stated by Florida law. In the event the party is not satisfied with the outcome provided by the ELC, they may seek legal remedies as afforded under the laws of the State of Florida.

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SECTION 3: SCOPE OF WORK

3.1 GENERAL STATEMENT OF NEED

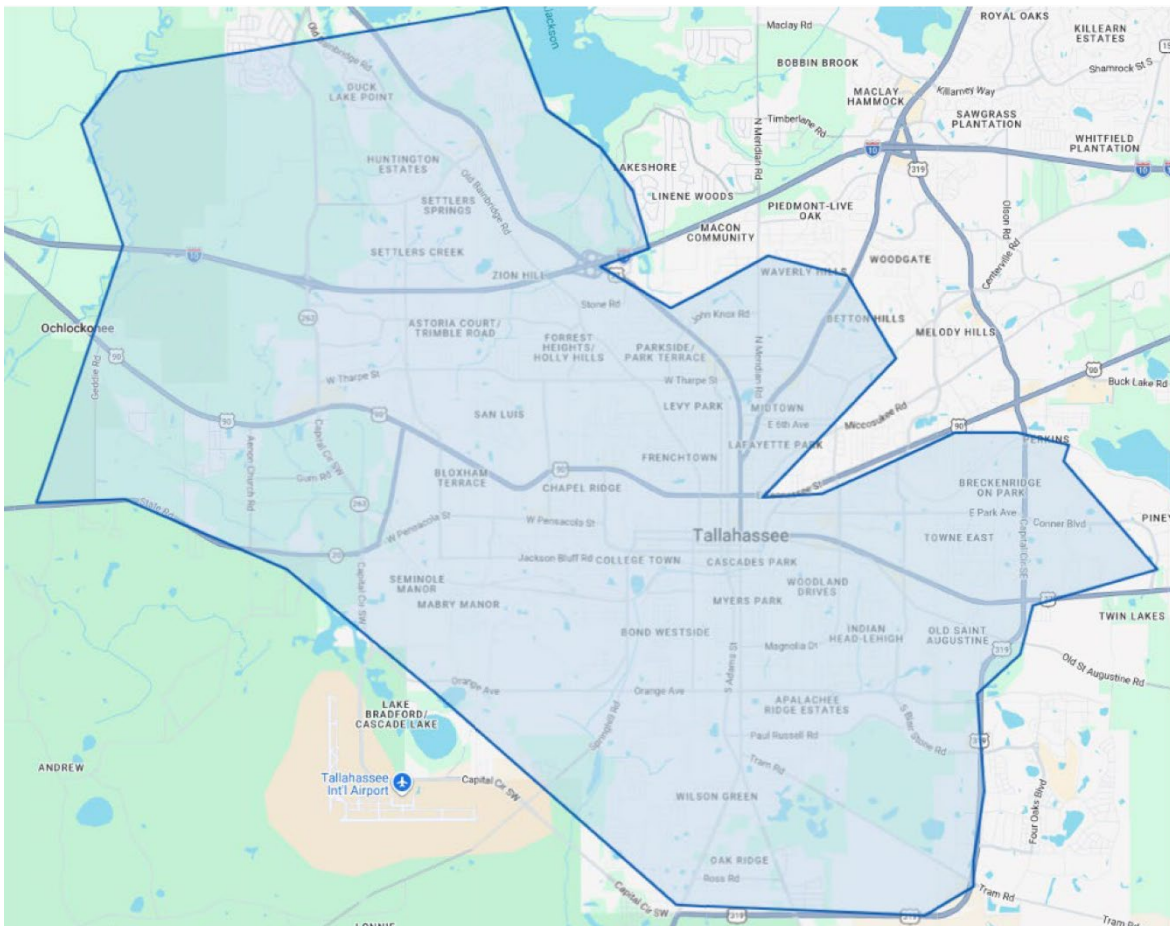
The ELC is soliciting competitive responses from qualified Proposers to provide suitable office space to meet the expansion requirements of the ELC through an Invitation to Negotiate (ITN).

The proposal shall address the following items:

3.2 LOCATION

Location requirements:

- a. Within or abutting Boundary Map below



- b. Public transportation access. Facility located on a main bus stop line is highly preferred. Location of closest public transportation stop should be identified in the Proposer's response.

3.3 OFFICE SPACE

Prior to final negotiation and selection of a location, a “test fit” of the Proposed Space relative to the need may be required, the expense of which shall be borne by the Proposer. The Successful Proposer, at its expense, will be required to provide a turn-key build out based on the below office space requirements:

- 14,000 – 16,000 square feet
- Location on a bus route or foot traffic
- Staff office space for 47 full-time employees and a minimum of 12 offices
- Training / Resource room for 50 staff minimum
- Lobby space for 10 families (with privacy consideration) Including a small private office.
- 1 small conference room, 2 medium-sized conference rooms, and one large boardroom totaling 2,500 SF
- Client and Staff Bathroom separate
- Lactation room
- Breakroom / Pantry
- Storage Space (1,500 square feet)
- Parking Space (60 spaces)
- IT Set up for Space and outlets.
- Analysis if area is a flood zone area.
- Maintenance Requirements: Landlord to be responsible for roof, and roof membrane, underground utilities, exterior walls, interior structural walls, all structural components, foundation, plate glass, all building systems, such as HVAC, electrical, and plumbing.

3.4 REMODELING - COSTS PAID BY PROPOSER

Remodeling requirements shall include:

- a. New carpet and trim – ELC to select color
- b. Repaint interior walls – ELC to select color
- c. Remodel of interior space to meet the needs of the Coalition/Tenant’s customers and to promote a warm, professional, and inviting atmosphere
- d. Repair thresholds and weather stripping around all entrance and exit doors, as determined
- e. Paint interior doors as determined- allow ELC to select color
- f. Interior and exterior doors are hung and in proper working order
- g. Phone and computer jacks and wiring is at a minimum CAT-5e specification and are in proper working order
- h. Interior light fixtures are in proper working order
- i. Exterior light fixtures are in proper working order
- j. Electrical outlets in break room/kitchen to accommodate refrigerator and microwaves
- k. Security/alarm system is installed and operational
- l. Provide, repair and maintain fire extinguishers, fire alarm system, emergency lights, emergency exit signs and ensure building is in compliance with fire and safety codes
- m. Provide, repair/replace and maintain ceiling tiles, as well as overhead lighting to include bulbs and ballasts as determined

3.5 PARKING LOT

Parking lot requirements:

- a. Provide a minimum of sixty (60) on-site parking spaces for ELC, with appropriate signage, and its employees, guests, and invitees. Preference will be given to reserved spaces.
- b. Handicap parking spaces must meet Leon County code requirements (quantity, proper signage, and properly painted)
- c. All exterior parking lights shall be in good working order
- d. Security
- e. Proposer/Landlord shall maintain the parking lot in good condition

3.6 LANDSCAPING

Landscaping requirements:

- a. Esthetic, inviting, pleasant to the eye
- b. Professionally maintained, with attention to detail, at all times
- c. Grass regularly cut
- d. Hedges, bushes, trees, etc. trimmed regularly

3.7 SIGNAGE

Signage requirements:

- a. Proposer/Landlord shall install reasonable signage on the Building and on the entrance to the property
- b. Coalition/Tenant signage allowance shall be limited to its share in square footage of the overall Building signage allowed by local code

3.8 TERM

Lease term requirements:

- a. The term will be five (5) years from occupancy, as determined in ELC's sole discretion. The ELC will require a one (1) renewal option for five (5) years.

3.9 BASE RENT

Base rent requirements:

- a. Price per square footage per year. Rates are to be proposed inclusive of base rent and Common Area Maintenance (CAM) expenses. The Proposer will be responsible for procurement and payment of janitorial, utility costs, and pest control services of the leased square footage.
- b. Additional consideration for in-kind space provided by the Proposer that meets the ELC local match requirement as determined by the State of Florida

3.10 OCCUPANCY TIMEFRAME

The Proposed Space is to be made available on October 1, 2027, with ***a thirty (30) day rent free move-in adjustment period required to identify and correct any build-out problems that may surface and rent to commence no sooner than 30 days after delivery.***

3.11 OWNERSHIP:

- a. To be considered responsive, a response must be submitted by one of the following eligible entities:

1. **The owner of record of the facility and parking area** – Submit a copy of the deed(s), and title insurance or opinion evidencing clear title to the property proposed.
 2. **The Lessee of space being proposed** – Submit a copy of the underlying lease agreement with supporting documentation and underlying lease requirements, to include, but not limited to authorization to sublease the facility and parking areas through the term of the base lease and all renewal option periods.
 3. **The authorized agent, broker or legal representative of the owner(s)** – Submit a copy of the Special Power of Attorney authorizing submission of the proposal.
- b. Each response, regardless of the Proposer's status identified above, must include the following information and supporting documentation:
1. **Debt** – If there's outstanding debt on the property, provide written verification from the lender stating that all debt service payments, loan payments, etc., are current and not in default.
 2. **Default** – Has the Proposer had a contract terminated for default within the past five years? If so, please attach an explanation of the situation(s) in detail.
 3. **Bankruptcy** – Has the Proposer filed for bankruptcy protection in the past five years, or is in the process of filing or planning to file for bankruptcy protection, or financial restructuring, or refinancing? If so, please explain the situation(s) and provide the Court and Case Number, where available.
 4. **Taxes** – Does the Proposer owe any outstanding taxes or fees to the Federal Government, the State of Florida, or any other State or Local government?

SECTION 4: FINANCIAL SPECIFICATIONS

4.1 FUNDING SOURCES

The ELC is a sub-recipient of Federal Funds as well as State General Revenue funds. The specific funding sources are available upon request. All or some of this procurement may be funded with federal funds. The exact amount of federal funding used will be based on DEL's federally approved cost allocation plan.

The landlord should acknowledge that the tenant is a not-for-profit corporation created pursuant to Florida law to carry out early learning function specified by law and federal and state grant agreements. In the event substantially all of the funds to finance the Tenant's operations become unavailable or if all federal or state funds upon which the Tenant is dependent are withdrawn or redirected, and the tenant's grant agreement is terminated as a result, then Tenant may terminate this lease by providing written notice to Landlord. Please describe any cost that may be associated should the Tenant need to exercise this termination option.

4.2 INVOICING AND PAYMENT OF INVOICES

1. Any agreement issued as a result of this ITN will be based upon contractual payments made on a monthly basis
2. The ELC intends to allow the selected Proposer to utilize their own invoice/form. All samples of invoices and/or forms to be used during the Agreement period must be provided as an attachment to the Proposal.
3. Invoice approval and Lessor payment after review of Agreement deliverables by Coalition
4. Scheduled payments will be based on lease agreement terms
5. Invoice must include detailed supporting documentation of all expenses/amounts that are to be reimbursed, as applicable.

SECTION 5: AGREEMENT AND OTHER PROVISIONS

5.1 TERMS AND CONDITIONS

The final terms and conditions will be negotiated with the highest scored Proposer(s) and as approved by the ELC's Board.

5.2 TIED BIDS

In the case of tied bids, the ELC reserves the right to negotiate terms with all qualified proposers and make the award based on what it considers to be in the best interest of the ELC.

5.3 AGREEMENT

The ELC reserves the option to prepare and negotiate its own lease agreement with the Proposer, giving due consideration to the stipulations of the Proposer's agreements and associated legal documents. **Proposers should include with their submittal a copy of any proposed standard lease agreement.**

5.4 CONFLICT OF INTEREST

The Proposer may become involved in situations in which a conflict of interest could occur due to individual or organizational activities within the ELC. The Proposer, by submitting a Proposal, is assuring the ELC that his/her company, and/or sublessors, is in compliance with all Federal, State, and Local conflict of interest laws, statutes, and regulations.

5.5 BACKGROUND SCREENING

The Proposer and any of its contractors and representatives must be able to pass a background screening to ensure the safety to customers and staff.

SECTION 6: THE PROPOSAL

6.1 GENERAL INSTRUCTIONS FOR SUBMISSION OF THE PROPOSAL

This section sets forth the way the proposal is to be compiled. The Proposal shall be **submitted for purpose of review by the Committee in a sealed package** containing

the original of the Proposal and proposed lease agreement, three (3) hard copies of the Proposal and lease agreement to the address in 2.1 herein. Proposers must have all pages and attachments numbered or lettered as appropriate. All signatures are to be in BLUE ink as an indicator of “original signature”.

For ease in translating the successful Proposal into an agreement statement of work, all Proposals are to be written in the INDICATIVE (will, shall) rather than the SUBJUNCTIVE (may, could).

When preparing the Proposal, please note that clear and concise answers are preferred. Except within the Proposal abstract, do not repeat statements or ideas within the text of the Proposal. Referring the reviewer to another section of the Proposal for other information is preferred rather than repeating the information.

Package Contents:

1. Proposal Cover Page (Attachment A)
2. Proposal Abstract and Statement of Work
3. Proposed Lease Agreement
4. Mandatory Attachments

A. PROPOSAL ABSTRACT AND STATEMENT OF WORK

Provide a concise, yet thorough outline of how the Proposer will meet the elements of the Scope of Work under Section 3 of ITN.

B. PROPOSED LEASE AGREEMENT

The Proposed Lease Agreement must contain all terms the ELC and Lessor are to perform.

C. MANDATORY ATTACHMENTS

1. Proposal Cover Page (Attachment A)
2. Invitation to Negotiate Acknowledgement Form (Attachment B)
3. Acceptance of Agreement Terms and Conditions (Attachment C)
4. Statement of No Involvement (Attachment D)
5. Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Public Entity Crimes (Attachment E)
6. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions (Attachment F)
7. Certification Regarding Insurance (Attachment G)
8. Conflict of Interest Statement (Attachment H)
9. Commission Agreement – This attachment provides a Disclosure and Commission Agreement relating to the Tenant Broker as agent for the Coalition. Each Proposer must execute and return a copy of this Agreement with the Reply. (Attachment I)

6.3 COST OF PREPARATION OF PROPOSAL

ELC is not liable for any costs incurred by a Proposer in responding to this Invitation to Negotiate.

6.4 TRADE SECRETS

The ELC will attempt to afford protection from disclosure of any trade secret as defined in section 812.081, Florida Statutes (F.S.), where identified as such in the Proposal, to the extent permitted under section 815.04, F.S., and Chapter 119, F.S. Any Proposer acknowledges, however, that the protection afforded by section 815.04, F.S., is incomplete, and it is hereby agreed by the Proposer and the ELC that no right or remedy for damages arises from any disclosure.

SECTION 7: PROPOSAL REVIEW PROCESS

7.1 OVERVIEW OF THE PROPOSAL REVIEW PROCESS

The Evaluation Committee (hereinafter “Committee”), whose members collectively have experience and knowledge in the procurement process, has been convened by the full ELC Board to review and score each Proposal submitted in response to this ITN. As outlined within this section, the Committee will follow a Proposal review process to score Proposals, negotiate agreement with the highest scoring Proposer, and present a recommendation to the full ELC Board. If terms and conditions cannot be successfully negotiated within a timeframe set by the ELC, then the second highest scored proposal will be contacted, and the negotiations begin with that entity. The Proposal review process will be conducted as follows and, in the order, listed below:

Step	Process	Scoring
1. Determination of meeting ITN requirements	Upon opening of the Proposals, the Committee will conduct a review of the submitted Proposals to determine that the submitted ITN is compliant	Points are not awarded for this section. Proposals that are deemed non-compliant, and no further review is conducted. The Proposer will be notified, and the Proposal will not be returned to the Proposer.
2. Review of scope response of Proposals	Members of the Committee will independently review and score the response as outlined in Section 6.1.	Points are awarded for this section.
3. Total Score	The Committee will negotiate with the Proposers whose proposals are scored to make a recommendation to the full ELC Board for Award.	Proposals are ranked by score.

7.2 TOTAL PROPOSAL SCORE

The highest scoring Proposal(s) will be negotiated first.

7.3 FINAL DETERMINATION

After completion of the Proposal review and scoring process, the Committee will begin negotiations with the highest scored proposal as stated in the Procurement Schedule in Section 2.1 of the ITN. Upon completion of the negotiations, the Committee will make a recommendation to award to the full Board of Directors. The Notice of Intent to Award will be posted on the date specified in the Procurement Schedule in Section 2.1 of this ITN at www.elcbigbend.org

The approval of the Board provides approval for only the Lessor's concept and the total funding amount that may be agreed upon during negotiations.

The ELC has the responsibility of ensuring that agreed costs are both necessary and reasonable. Some provisions may be made in the Agreement for movement of funding among line items within cost categories. Lessors will be required to maintain records sufficient to account for all expenditures. All proposals are subject to negotiation by the ELC.

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Attachment A

PROPOSAL COVER PAGE

1. Name of Organization: _____
2. Address: _____
3. Telephone Number: _____
4. Contact Person: _____
5. Federal Employer ID No.: _____
6. The Proposers organization operates as: ☐ an individual, ☐ a partnership, ☐ a public agency (specify): _____ ☐ a corporation incorporated under the laws of the State of _____ other (specify): _____
7. Check to indicate if the organization is: ☐ community-based organization (CBO)
☐ female-owned enterprise ☐ faith-based organization
8. The Proposer's organization operates on: ☐ not-for-profit ☐ profit basis
9. The Proposer certifies ☐ without exception, ☐ with exception, as explained on the attached, that:
 - a. It has no outstanding liens, claims, debts, judgments, or litigation pending against it, which would materially affect its programmatic or financial abilities to implement and carry out its proposed program;
 - b. It has not complied with an official order of any agency of the State of Florida, or the United States Department of Labor to repay disallowed costs incurred during its conduct of projects or services;
 - c. It is current in its payment of applicable federal, state, and local taxes;
 - d. It is free and clear of any disallowed audited costs;
 - e. Its costs and pricing data submitted with this Proposal are representative of only those reasonable, allowable, and allocable costs necessary for carrying out IT responsibilities;
 - f. It is authorized to submit this Proposal in accordance with the policies of its governing body;
 - g. It will comply with the audit requirements, assurances and certifications attached to this ITN.
 - h. The audit requirements, assurances, and certifications have been signed by a duly authorized representative of the organization

By my signature, I am empowered and can act on behalf of the proposing organization in submitting this proposal. If I am not the person in the Proposer's organization who is legally responsible, within that organization, for the decision as to the prices or costs being offered in the Proposal; I have been duly authorized in writing, with a copy attached, to act as agent for the person legally responsible for such decision. I certify that the information contained herein is true and correct to the best of my knowledge, and that the offer contained herein is true and correct to the best of my knowledge, and that the offer contained herein is firm and valid for a period not to exceed 90 days from this Proposal's date.

Signature of Authorized Representative

Date

Name (Print)

Title (Print)

Attachment B

INVITATION TO NEGOTIATE ACKNOWLEDGEMENT FORM

PROPOSER'S NAME _____

TITLE OF PROPOSAL _____

CONTACT PERSON AND TITLE _____

ADDRESS _____

TELEPHONE _____ **FAX** _____

EMAIL _____

Number of Pages in the Proposal: _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same material, supplies, equipment, or services and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, assurance and certification requirements.

The Proposer offers and agrees that if this Proposal is awarded, the Proposer will convey, sell, assign, or transfer to the Early Learning Coalition of the Big Bend Region, all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the Early learning Coalition of the Big Bend Region. At the ELC's discretion, such assignment shall be made and become effective at the time the ELC tenders final payment to the Proposer.

Signature of Authorized Representative

Date

Name (Print)

Title (Print)

Attachment C

ACCEPTANCE OF AGREEMENT TERMS AND CONDITIONS

If we should be awarded an Agreement, we will comply with all the terms and conditions specified in the Invitation to Negotiate and contained in the Agreement.

Signature of Authorized Representative

Date

Name (Print)

Title (Print)

*An authorized official is an officer of the Proposer's organization who has legal authority to bind the Proposer to the provisions of the Proposal. This usually is the President, Chairman of the Board, Chief Executive Officer, or owner of the entity. A document establishing delegated authority must be included with the Proposal if signed by other than the President, Chairman, Chief Executive Officer, or owner.

Attachment D

STATEMENT OF NO INVOLVEMENT

I, _____, as an authorized representative of
_____, certify that no member of this firm
nor any person having interest in this firm has been awarded an Agreement by the Early
Learning Coalition of the Big Bend. on a noncompetitive basis to:

- 1) Develop this Invitation to Negotiate
- 2) Perform a feasibility study concerning the scope of work contained in this ITN; or
- 3) Develop a program similar to what is contained in this ITN.

Signature of Authorized Representative

Date

Name (Print)

Title (Print)

Attachment E

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

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

1. This sworn statement is submitted by (name and title)

_____ whose business

address is _____

and (if applicable) its Federal Employer Identification Number (FEIN)

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

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

means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding agreement and which bids or applies to bid on agreements for the provision of goods and services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

Signature _____

Sworn to and subscribed before me this _____ **day of** _____ **2026.**

Personally known _____

Or produced identification _____

Name of Notary: _____

Notary Public - State of: _____

My commission expires: _____

(Printed typed or stamped Commissioned name of notary public)

Attachment F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Proposer's Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 – 19211).

- 1) The prospective primary Proposer, through the duly appointed undersigned representative, certifies to the best of its knowledge and belief, that it and its officers / principals:
 - a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local governmental department or agency.
 - b. Have not, within a three-year period preceding the Agreement, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or Agreement under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification.
 - d. Have not, within a three-year period preceding the Agreement, had one or more public transactions (Federal, State, local) terminated for cause or default.
- 2) Where the prospective primary Proposer is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Signature of Authorized Representative

Date

Name (Print)

Title (Print)

Attachment G

CERTIFICATION REGARDING INSURANCE

The Lessor is required to secure and maintain sufficient the following types of insurance coverage:

- a. Liability Insurance
- b. Workers' Compensation
- c. Bond
- d. Automotive

The undersigned certifies that this coverage is in place and will be maintained sufficiently throughout the term of the Agreement.

Signature of Authorized Representative

Date

Name (Print)

Title (Print)

Attachment H

CONFLICT OF INTEREST STATEMENT

A related party may include management, vendors, employees and their immediate families or significant other.

1. Are you or do you have any related parties that are employed by the ELC?
_____ No _____ Yes (Please describe below)
2. Are you or do you have any related parties that presently serve as a member of the Board of Directors of the ELC?
_____ No _____ Yes (Please describe below)
3. Do you or do you have any related parties that have financial or other interests in the ELC or any of the ELC staff?
_____ No _____ Yes (Please describe below)
4. Have gratuities, favors, or anything of monetary value been offered by you to any ELC staff?
_____ No _____ Yes (Please describe below)
5. Have gratuities, favors, or anything of monetary value been offered to you or accepted by you from any of the ELC staff?
_____ No _____ Yes (Please describe below)
6. Are there any other conditions which may cause a conflict of interest?
_____ No _____ Yes (Please describe below)

If you answered "yes" to any of the above questions, please describe below or attach to this questionnaire a written explanation of your answer:

I declare all of the above questions are answered truthfully and to the best of my knowledge.

Signature of Authorized Representative

Date

Name (Print)

Title (Print)

Attachment I

**COMMISSION AGREEMENT
REPRESENTATION OF THE STATE OF FLORIDA AND ITS RESPECTIVE AGENCIES
FOR LEASING TRANSACTIONS**

This Commission Agreement ("Agreement") is entered into by and between ("Owner") _____, The State of Florida ("Tenant") _____ And ("Tenant Broker") **Savills, Inc.** This agreement shall become effective upon the execution of signatures by all parties.

The following provisions are true and correct and are the basis for this Agreement:

- A. Owner has legal title to a property located at _____, in _____ County, Florida on which tract is an office building/project commonly known as _____ (the "Building"), and which is further described as, or a portion of, Property Appraisers Parcel Number _____.
- B. Tenant Broker has presented the real estate space needs of Tenant to Owner and has and will render services in connection with the leasing of space to the Tenant.
- C. Should a Lease (herein so called) be consummated, Owner has agreed to pay the Tenant a real estate commission in consideration for services rendered and to be rendered in consummating a Lease pursuant to the terms and conditions set forth herein.
- D. Owner understands and agrees that Tenant Broker is serving solely as a representative of Tenants' interest. Likewise, Owner acknowledges that the applicable fee structure(s) defined below, as mutually agreed between Owner, Tenant Broker and Tenant, will be (has been) considered and included within the Owner's proposal for lease.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. **PAYMENT OF COMMISSION:** The commission shall be due and payable to Tenant in cash (i) one half (1/2) at the time the Lease is signed and (ii) the balance on the earlier to occur of (a) the first day that Tenant occupies all or any portion of the space covered by the Lease, or (b) commencement of the term under the Lease. If Tenant's lease is modified, the commission in relation to such modification will be due and payable in full at the time the modification is executed by Owner and Tenant. Tenant hereby agrees to pay to Tenant Broker said commissions based on a separate agreement between Tenant and Tenant Broker.
- 2. **SUCCESSORS AND ASSIGNS:** The obligation to pay and the right to receive any of the commissions described above shall inure to the benefit and obligation of the respective heirs, successors and/or assigns of Owner or Tenant Broker. In the event of a sale or an assignment of the Property which includes Tenant's demised premises, Owner agrees to secure from the purchaser or assignee a written recordable agreement under which the new owner or assignee assumes payment to Tenant of all commissions payable hereunder and agrees to abide by the terms and conditions of the existing agreement between the Owner or Tenant Broker and the Tenant.
- 4. **REPRESENTATION OF TENANT:** Although Owner will pay the commission to Tenant, who will in turn pay Tenant Broker, Tenant Broker **will not** be representing owner in the contemplated lease transaction. Tenant Broker will be representing **only the Tenant** in such transaction. The owner acknowledges and agrees that it is responsible for any commissions due any other broker with respect to this transaction
- 5. **AUTHORITY TO SIGN:** Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom he signs and that this Agreement binds such party.
- 5. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between Owner and Tenant and Tenant Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, cancellation or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Tenant and Tenant Broker. This Agreement shall be binding upon, and shall benefit, the heirs, successors and assignees of the parties.

Lease Number: _____

COMMISSION AGREEMENT
REPRESENTATION OF THE STATE OF FLORIDA AND ITS RESPECTIVE AGENCIES

6. **FAILURE TO PAY:** Should the owner fail to pay the Commission Agreement as contracted here in, the Tenant shall send the Owner appropriate notification and issue a cure letter to the Owner demanding payment. Should payment(s) not be received within the terms of the cure letter the Tenant has a right to withhold rent payments, for the payments of the Commission, until the terms of the contract have been fulfilled within the terms of this Agreement.

7. **AGREEMENT TO PAY COMMISSION:** For the base term of the lease, Owner hereby agrees to pay a real estate commission to Tenant in a sum equal to _____ percent (___%) of the total aggregate gross base rent (with no offset).

8. **NOTICES:**

To Tenant Broker: _____

To Owner: _____

To Tenant: _____

TENANT: (x) _____ By _____ Print or Typewritten _____ Title AGREED AND ACCEPTED this ____day _____, 20____	OWNER: (x) _____ By _____ Print or Typewritten _____ Title AGREED AND ACCEPTED this ____day _____, 20____	TENANT BROKER: (x) _____ By _____ Print or Typewritten _____ Title AGREED AND ACCEPTED this ____day _____, 20____
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Attachment J

REVIEWER'S SCORING DOCUMENT

SCOPE RESPONSE

PROPOSER'S NAME _____

SCORED BY _____

SCOPE OF WORK – WRITTEN RESPONSE

COMPONENT 1 – LOCATION

Compare each Proposal for the following location requirements:

- a. Within proposed boundary
- b. Public transportation stop accessibility

Based on the above criteria award up to a maximum of 100 points

Comments:

POINTS ____/100

COMPONENT 2 – OFFICE SPACE

Compare each Proposal to confirm the Landlord can provide a turn-key build out for the following office space requirements:

- a. Approximately 14,000 – 16,000 SF
- b. Location on a bus route or foot traffic
- c. Staff office space for 47 full-time employees and a minimum of 12 offices
- d. Training / Resource room for 50 staff minimum
- e. Lobby space for 10 families (with privacy consideration) Including a small private office.
- f. 1 small conference room, 2 medium-sized conference rooms, and one large boardroom totaling 2,500 SF
- g. Client and Staff Bathroom separate
- h. Lactation room
- i. Breakroom / Pantry

- j. Storage Space (1,500 square feet)
- k. Parking Space (60 spaces)
- l. IT Set up for Space and outlets.
- m. Analysis if area is a flood zone area.
- n. Maintenance Requirements: Landlord to be responsible for roof, and roof membrane, underground utilities, exterior walls, interior structural walls, all structural components, foundation, plate glass, all building systems, such as HVAC, electrical, and plumbing.

Based on the above criteria award up to a maximum of 200 points

Comments:

POINTS _____/200

COMPONENT 3 – REMODELING – COSTS PAID BY PROPOSER

Compare each Proposal that the Landlord has agreed to provide the following remodeling requirements:

- a. New carpet and trim – ELC to select color
- b. Repaint interior walls – ELC to select color
- c. Remodel of interior space to meet the needs of the ELC/Tenant's customers and to promote a warm, professional, and inviting atmosphere
- d. Repair thresholds and weather stripping around all entrance and exit doors, as determined
- e. Paint interior doors as determined- allow Coalition to select color
- f. Interior and exterior doors are hung and in proper working order
- g. Phone and computer jacks and wiring is at a minimum CAT-5e specification and are in proper working order
- h. Interior light fixtures are in proper working order
- i. Exterior light fixtures are in proper working order
- j. Electrical outlet in break room/ kitchen to accommodate a stove
- k. Security/alarm system is installed and operational
- l. Provide, repair and maintain fire extinguishers, fire alarm system, emergency lights, emergency exit signs, security system, and ensure building is in compliance with fire and safety codes
- m. Provide, repair/replace and maintain ceiling tiles, as determined

Based on the above criteria award up to a maximum of 200 points

Comments:

POINTS _____/200

COMPONENT 4 – PARKING LOT

Compare each Proposal for the following parking lot requirements:

- a. Provide a minimum of sixty (60) on-site parking spaces for ELC and its employees, guests, and invitees. Preference will be given to reserved spaces.
- b. Handicap parking spaces must meet Leon County code requirements (quantity, proper signage, and properly painted)
- c. All exterior parking lights shall be in good working order
- d. Proposer/Landlord shall maintain the parking lot in good condition

Based on the above criteria award up to a maximum of 100 points

Comments:

POINTS _____/100

COMPONENT 5 – LANDSCAPING

Compare each Proposal for the following landscaping requirements:

- a. Esthetic, inviting, pleasant to the eye
- b. Professionally maintained, with attention to detail, always
- c. Grass regularly cut
- d. Hedges, bushes, trees, etc. trimmed regularly

Based on the above criteria award up to a maximum of 100 points

Comments:

POINTS ____/100

COMPONENT 6 – SIGNAGE

Compare each Proposal for the following signage requirements:

- a. Proposer/Landlord shall install reasonable signage on the Building and on the entrance to the property
- b. ELC/Tenant signage allowance shall be limited to its share in square footage of the overall Building signage allowed by local code

Based on the above criteria award up to a maximum of 100 points

Comments:

POINTS ____/100

COMPONENT 7 – TERM

Compare each Proposal for the following term requirements:

- a. The term will be five (5) years from occupancy, as determined in ELC sole discretion. The ELC will require a one (1) renewal option for five (5) years.

Based on the above criteria award up to a maximum of 100 points

Comments:

POINTS _____/100

COMPONENT 8 – BASE RENT

Compare each Proposal for the following base rent requirements:

- a. Price per square footage per year
- b. Additional consideration for in-kind space provided by the Proposer that meets the ELC's local match requirement as determined by the State of Florida

Based on the above criteria award up to a maximum of 200 points

Comments:

POINTS _____/200

COMPONENT 10 – OCCUPANCY TIMEFRAME

Compare each Proposal for the following occupancy timeframe requirements:

The Proposed Space is to be made available on October 1, 2027, or as soon as the space can be delivered if a lease contract is signed by April 1, 2027 with rent to commence no sooner than 30 days after delivery.

Based on the above criteria award up to a maximum of 150 points

Comments:

POINTS _____/150

COMPONENT 11 – OWNERSHIP

Compare each Proposal for the following ownership requirements:

- a. For a reply to be responsive, it must be submitted by one of the entities listed below, and the proposal must include supporting documentation proving such

status. This requirement applies to both the building or structure, the proposed parking areas, and areas of ingress and egress. Each reply must include the following:

1. **The owner of record of the facility and parking area** – Submit a copy of the deed(s), and title insurance or opinion evidencing clear title to the property proposed.
2. **The Lessee of space being proposed** – Submit a copy of the underlying lease agreement with supporting documentation and underlying lease requirements, to include, but not limited to authorization to sublease the facility and parking areas through the term of the base lease and all renewal option periods.
3. **The authorized agent, broker or legal representative of the owner(s)** – Submit a copy of the Special Power of Attorney authorizing submission of the proposal.
4. **Debt** – If there is outstanding debt on the property, provide written verification from the lender stating that all debt service payments, loan payments, etc., are current and not in default.
5. **Default** – Has the Proposer had a contract terminated for default within the past five years? If so, please attach an explanation of the situation(s) in detail.
6. **Bankruptcy** – Has the Proposer filed for bankruptcy protection in the past five years, or is in the process of filing or planning to file for bankruptcy protection, or financial restructuring, or refinancing? If so, please explain the situation(s) and provide the Court and Case Number, where available.
7. **Taxes** – Does the Proposer owe any outstanding taxes or fees to the Federal Government, the State of Florida, or any other State or Local government?

Comments:

POINTS ____/100

SCORING SUMMARY

Scope Components	Points
Component 1 – Location	/100
Component 2 – Office Space	/200
Component 3– Remodeling – Costs Paid By Proposer	/200
Component 4 – Parking Lot	/100
Component 5 – Landscaping	/100
Component 6 – Signage	/100
Component 7 – Term	/100
Component 8 – Base Rent	/200
Component 10 – Occupancy Timeframe	/150
Component 11 – Ownership	/100

Total Points _____ **/1350**

I have independently reviewed and scored this proposal

Scorer's Signature

Date

Name (Print)

Title (Print)

Attachment K

DEFINITIONS

Amendment: A document by which substantial changes are made by the parties to the terms of an executed agreement. (Changes requiring an amendment include, but are not limited to, adjustments in costs, services, time period, and methods of payment. The amendment is incorporated as part of the original Agreement.)

Attachment: A document or material object added to the agreement's proposal

Board: The governing Board of the ELC.

Board Member: A member of the governing Board of the ELC.

Agreement: An agreement between the Coalition and the Lessor for the procurement of services. A formal Agreement consists of the Core Agreement plus all attachments.

Lessor: The entity providing services under the Agreement.

Evaluation Committee: Committee responsible for reviewing each proposal and creating an analysis of proposals for the Executive Committee and /or Board of the ELC.

Executive Committee: Committee consisting of members from the Board of the ELC

Fiscal Year: An accounting period of twelve months: July 1 through June 30.

Division of Early Learning: Florida's DEL was created to administer the early learning system at the state level and coordinate with the early learning coalitions in providing school readiness services and operation requirements of the Voluntary Prekindergarten Educational Program.

Invoice: A standardized form used by the Lessor to request payment from the ELC.

Proposal: A document submitted by the Proposer in response to this ITN.

Proposer: A prospective entity that responds to this ITN.

Procurement Manager: ELC employee designated by the ELC to be responsible for managing the procurement process. (The Procurement Manager enforces performance of the competitive solicitation process and serve as a liaison between the ELC and the Proposer).

School Readiness ("SR"): Programs of early learning services offered on a full-day, full-year, and full-choice basis to the extent possible to enable parents to work and be financially self-sufficient.

Voluntary Prekindergarten ("VPK"): A program designed to prepare four-year-olds for kindergarten and build the foundation for their educational success. The program allows a parent to enroll his or eligible child in a free VPK program.