

INVITATION TO NEGOTIATE

Marketing and Outreach Campaign

ITN#2023MOC

SECTION 1: INTRODUCTION

1.1 STATEMENT OF NEED

The purpose of the Early Learning Coalition of Osceola County is to develop, implement, and monitor the School Readiness (SR) and Voluntary Prekindergarten Programs (VPK) to ensure Osceola County's youngest citizens will receive quality, comprehensive early learning services appropriate to their needs, thereby assuring their readiness to enter kindergarten.

The goal of this ITN is to contract with a company(nies) that would allow for a three-pronged marketing and outreach campaign that includes digital/mobile, physical, and grassroots outreach to increase number of families applying for SR/VPK services and increase community awareness of the importance of early learning with a focus on vulnerable and underserved areas.

Negotiations can happen with various companies/vendors to ensure that these are selected based on their areas of expertise.

The Coalition issues this Invitation to Negotiate (ITN) 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. Minority operated businesses are encouraged to submit a Proposal.

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 Coalition 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 Florida Office of Early Learning 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 Coalition'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 Coalition 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 Coalition 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 Coalition furthermore reserves the right to:

- 1) Reject any and/or all Proposals in whole or in part as the Coalition 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 Coalition 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 Coalition 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 Coalition, early learning programs and/or the families and children who are served by the Coalition either directly or indirectly through any of its Lessors. The absence of the Coalition 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 Osceola 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 Coalition'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	December 22, 2023	Announcement will be posted on Coalition's website
2	Last day for submission of written inquiries	January 12, 2024 5:00 p.m.	Written inquiries may be submitted via e-mail, certified mail.
3	Coalition response to written inquiries	January 16, 2024 5:00 p.m.	Responses will be posted on Coalition's website
4	Deadline for Receipt of Proposals	January 22, 2024 5:00 p.m.	1631 E Vine St, Kissimmee, FL 34744 or CGarcia@elcosceola.org
5	Time period for evaluation of letter of intent	January 23, 2024 – January 26, 2024	N/A
6	Anticipated Negotiations & Presentations	January 29, 2024 – February 12, 2024	In-Person or Virtual, notification will be provided with options selected by the committee.
7	Time period for evaluation of negotiated proposals	February 13, 2024 – February 15, 2024	N/A
8	Anticipated Posting of Notice of Intent to Award	February 16, 2024	Award will be posted on Coalition's website.

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

2.2 OFFICIAL CONTACT PERSON

The Early Learning Coalition of Osceola County, Inc issues this ITN. The contact person listed below is the sole point of contact for this ITN.

Carmen Garcia
Grant Manager
E-mail: cgarcia@elcosceola.org

2.3 LIMITATIONS ON CONTACTING COALITION PERSONNEL

Proposers are prohibited from contacting Coalition 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 January 12, 2024, at 5:00 PM EST. **WRITTEN INQUIRIES MAY BE SUBMITTED VIA E-MAIL OR CERTIFIED MAIL.** It is the responsibility of the Proposer to ensure that electronic information has been received by the Official Contact listed above.

The response to written inquiries will be posted on the Coalition's website no later than January 6, 2024, at 5:00 PM EST.

Information regarding any addenda to the ITN and copies of written Coalition responses to questions resulting in clarifications or addenda to the ITN will be posted on <https://elcosceola.org/vendors/>.

2.5 ACCEPTANCE OF PROPOSALS

A complete ITN must be received in the Coalition office no later than January 22, 2024, at 4:00 PM COALITION TIME to the following:

EARLY LEARNING COALITION OF OSCEOLA COUNTY

ATTN. Carmen Garcia **RE:** ITN#2023MOC

1631 E Vine Street, Ste. E

Kissimmee, FL 34744

Or by email: cgarcia@elcosceola.org

Please add the ITN number and name in the subject line

(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 Coalition after the deadline for submitting Proposals has passed.

THE PROPOSER IS SOLELY RESPONSIBLE FOR ASSURING THAT ANYTHING SENT TO THE COALITION ARRIVES SAFELY AND ON TIME. ANY SUBMISSION TO THE COALITION, 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 COALITION.

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 COALITION 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. THE TERMS OF ANY TRANSACTION, IF CONSUMMATED, SHALL NOT BE FINAL NOR BINDING ON EITHER PARTY UNTIL AN 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 Coalition 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 Coalition 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 Coalition's Board of Directors for Approval to enter into an agreement.

2.8 APPEAL PROCESS

Any Proposer who is adversely affected by a Coalition 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 Chief Executive Officer of the Early Learning Coalition of Osceola County, Inc., 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 Coalition's decision.

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

Early Learning Coalition of Osceola County, Inc.
Attention: Board Chair
1631 E Vine St, Suite E
Kissimmee, FL 34744

The appeal will be heard by the Executive Committee at a time set by the Coalition'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 Coalition unless otherwise stated by Florida law. In the event the party is not satisfied with the outcome provided by the Coalition, they may seek legal remedies as afforded under the laws of the State of Florida.

SECTION 3: SCOPE OF WORK

The purpose of the Early Learning Coalition of Osceola County (ELC) is to develop, implement, and monitor the School Readiness (SR) and Voluntary Prekindergarten Programs (VPK) to ensure Osceola County's youngest citizens will receive quality, comprehensive early learning services appropriate to their needs, thereby assuring their readiness to enter kindergarten.

The goal of this ITN is to contract with a vendor(s) that would conceptualize, design, and implement two separate marketing and outreach campaigns that are unique, and family centered. Campaigns should include a three-pronged marketing and outreach strategy for both ELC programs that includes digital/mobile, physical, and grassroots outreach to increase number of families applying for SR/VPK services and increase community awareness of the importance of early learning with a focus on vulnerable and underserved areas. The ITN is also requesting supplemental photography and video services to support the campaigns.

All proposals should incorporate the ELC approved brand guidelines (attachment 1) and be bilingual in English and Spanish with the potential to include Creole material as well. All proposals should include strategies to complete Osceola County market research especially related to vulnerable and underserved populations as well as campaign evaluation metrics.

Negotiations can happen with various vendors to ensure that these are selected based on their areas of expertise.

The budget for this procurement will be determined based on the available funding of \$975,000.00

Program Descriptions:

School Readiness - Florida's School Readiness Program (SR) offers financial assistance to eligible low-income families for early education and care so they can become financially self-sufficient, and their young children can be successful in school in the future. [SR Program](#)

Voluntary Pre-Kindergarten - Florida was one of the first states in the country to offer free prekindergarten for all 4-year-olds regardless of family income. [VPK Program](#)

Each program campaign must include, but is not limited to, strategies for:

- 1. Digital/Mobile Marketing**
 - a. School Readiness Enrollment Campaign**
 - i. Search, Video and Display ads via search engines
 - ii. Social Media/Streaming Services
 - b. VPK Enrollment Campaign**
 - i. Search, Video and Display ads via search engines
 - ii. Social Media/Streaming Services
- 2. Physical Marketing**
 - a. School Readiness Enrollment Campaign**
 - i. Promotional Items
 - ii. Billboard and Bus/Bus Stop Ads
 - b. VPK Enrollment Campaign**
 - i. Promotional Items
 - ii. Billboard and Bus/Bus Stop Ads

3. Grassroots Marketing

a. School Readiness Enrollment Campaign

- i. Community, Faith-Based, and Local Business Advertising
- ii. Local Newspaper and Local Radio Advertising
- iii. Direct Face-to Face Family Outreach
- iv. Promotional Items

b. VPK Enrollment Campaign

- i. Community, Faith-Based, and Local Business Advertising
- ii. Local Newspaper and Local Radio Advertising
- iii. Direct Face-to Face Family Outreach
- iv. Promotional Items

4. Supplemental Photography/Video Services (amendment to application?)

- a. Professional family and early learning provider photos and video

Interested vendors must submit a letter of intent:

- Description of their experience as a marketing agency
- Description of their experience working with non-profit organizations
- Description of their ability and resources working within the Osceola County community
- Resources available, including staffing to launch campaigns in a 6–9-month period
- Based on the scope of work, what is your vision for our project (within 1000 words)
- Description of the approach you would take to allocate the funds within the various areas of the scope of work
- Success stories - other community level campaigns and outcomes

Vendors invited to negotiate must be ready to:

- Provide timelines of each campaign
- Expected cost for each campaign/initiative
- Projected locations where campaigns will run
- Report on expected outcomes of each campaign
- Be available to meet in-person and/or virtually to ensure completion of campaigns
- Be able to provide a full presentation based on identified criteria
- Provide measures as to how the campaigns will impact the community

The budget for this procurement will be determined based on the available funding of \$975,000.00.

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SECTION 4: AGREEMENT AND OTHER PROVISIONS

5.1 TERMS AND CONDITIONS

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

5.2 TIED BIDS

In the case of tied bids, the Coalition 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 Coalition.

5.3 AGREEMENT

The Coalition reserves the option to prepare and negotiate its own agreement with the Proposer, giving due consideration to the stipulations of the Proposer's agreements and associated legal documents.

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 Coalition. The Proposer, by submitting a proposal, is assuring the Coalition 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 of customers and staff.

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SECTION 5: THE PROPOSAL

6.1 GENERAL INSTRUCTIONS FOR SUBMISSION OF THE PROPOSAL

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 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 the ITN.

B. 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)

6.3 COST OF PREPARATION OF PROPOSAL

The Coalition is not liable for any costs incurred by the Proposer in responding to this Invitation to Negotiate.

6.4 TRADE SECRETS

The Coalition 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 Coalition that no right or remedy for damages arises from any disclosure.

SECTION 6: 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 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 Coalition Board. If terms and conditions cannot be successfully negotiated within a timeframe set by the Coalition, 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 in order to make a recommendation to the full Coalition 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.elcosceola.org

The Coalition 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 Coalition.

PROPOSAL COVER PAGE

1. Name of Organization: _____
2. Address: _____
3. Telephone Number: _____
4. Contact Person: _____
5. Federal Employer ID No.: _____
6. The Proposer's 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)
☐ minority-owned enterprise ☐ 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)

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 Osceola County, Inc. 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 Osceola County, Inc. At the Coalition's discretion, such assignment shall be made and become effective at the time the Coalition 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, Executive Director, or owner of the entity. A document establishing delegated authority must be included with the Proposal if signed by other than the President, Chairman, Executive Director, or owner.

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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 Osceola County, Inc. 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)

**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)

for _____ whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

- _____
2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state and federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or 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 predecessor or successor of a person convicted of a public entity crime; or
 - 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** _____ **20** _____.

Personally known _____

Or produced identification _____

Name of Notary: _____

Notary Public - State of: _____

My commission expires: _____

(Printed typed or stamped
Commissioned name of notary public)

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)

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)

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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 Coalition?

_____ 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 Coalition?

_____ No

_____ Yes (Please describe below)

3. Do you or do you have any related parties that have financial or other interests in the Coalition or any of the Coalition staff?

_____ No

_____ Yes (Please describe below)

4. Have gratuities, favors, or anything of monetary value been offered by you to any Coalition 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 Coalition 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)

REVIEWER’S SCORING DOCUMENT
ITN#2023MOC – Marketing and Outreach Campaign
ITN Evaluation Criteria

This form has been designed to guide the ITN vendor selection committee on how to choose the most qualified vendor to fulfill the request. Please rate the vendor by assigning a point value to the areas listed below.

Vendor Name: _____

		Vendor 1	Vendor 2	Vendor 3	Vendor 4
	Point Value				
Was the proposal submitted by deadline?	5				
Marketing Experience (Digital/Mobile Media, Physical Marketing, Grassroots Marketing, Photography/Video Services)	20				
Experience working with non-profits	10				
Resources working within Osceola County	15				
Ability to meet marketing campaign within 6-9 months	20				
Did the vendor provide a unique vision based on the scope of work	25				
Certified Minority Business	5				
TOTAL:	100				

**There is an allowable 100 points based on the letter of intent submitted by the vendor.
The vendors with a minimum of 85 will be invited to negotiate.**

Comments: _____

Evaluator Name: _____

Signature: _____

Date: _____

DEFINITIONS

Amendment: A document in 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 Coalition.

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

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 Coalition.

Executive Committee: Committee consisting of members from the Board of the Coalition.

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

Florida's Office of Early Learning: Florida's Office of Early Learning 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 Coalition.

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

Proposer: A prospective entity that responds to this ITN.

Procurement Manager: Coalition employee designated by the Coalition to be responsible for managing the procurement process. (The Procurement Manager enforces performance of the competitive solicitation process and serves as a liaison between the Coalition 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 in order 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 an eligible child in a free VPK program.