

**EARLY LEARNING COALITION OF
SOUTHWEST FLORIDA, INC.**

REQUEST FOR PROPOSAL

FOR

RENTING OFFICE SPACE IN FORT MYERS

Release Date: September 30, 2016

PROPOSALS DUE:

4:00 P.M., November 4, 2016

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REQUEST FOR PROPOSAL FOR RENTING OFFICE SPACE IN FORT MYERS

I. Procurement Information

A. The Early Learning Coalition of Southwest Florida, Inc. (ELC of SWFL), located in Fort Myers, FL. will accept proposals for renting office space in Ft Myers for **the period July 1, 2017 through June 30, 2020**. Interested firms should submit one original and 3 copies of their proposal by **4:00 p.m. local time, November 4, 2016**, to ELC of SWFL, ATTN: Peter Escayg, 2675 Winkler Ave., Suite 300 Fort Myers, Florida. 33901. *The proposals should be clearly marked on the outside as follows: Proposal for Fort Myers Office Lease, due November 4, 2016.*

B. This RFP is issued by the Early Learning Coalition of Southwest Florida, Inc. The contact person listed below is the single point of contact for this RFP. The contact person for this RFP is:

Peter Escayg, Director of Risk Management
Early Learning Coalition of Southwest Florida, Inc.
2675 Winkler Ave., Suite 300
Fort Myers, FL 33901
Peter.Escayg@elcofswfl.org

Applicants are prohibited from contacting Coalition personnel or Board members regarding this solicitation other than the contact person identified in this document. Any occurrence of a violation may result in the disqualification of the Applicant.

Applicants may submit questions by email to the contact person listed above. Responses will be emailed to applicant within 3 working days of receipt. All written inquiries must be received **by October 21, 2016**.

An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S. is disqualified from submitting an Application.

Failure to have performed any contractual obligations with the Coalition in a manner satisfactory to the Coalition will be a sufficient cause for disqualification.

To be disqualified as an Applicant under this provision, the Applicant must have had a contract terminated by the Coalition, by any other State agency, or by any Children's Services Council for cause.

C. The proposals will be evaluated by Coalition staff who will then submit to the ELC Board for approval.

D. ELC of SWFL reserves the right to reject any or all proposals and to select the firm which, in its judgment, best meets the needs of ELC of SWFL.

E. The selection process for proposals will result in the selection of a firm to provide office lease in Fort Myers for **the period July 1, 2017 through June 30, 2020**. Results of the selection will be posted on ELC-SWFL Web site www.elcofswfl.org and at the

ELC-SWFL office at 2675 Winkler Ave., Suite 300 Fort Myers, FL 33901. Posting will be made within 48 hours of the selection.

II. Statement of Purpose

In 1999, the Florida Legislature enacted the School Readiness Act (s. 411.01, F.S.), which consolidated each of the early childhood education and childcare programs into one integrated program of school readiness services. In 2004 the Florida Legislature passed the VPK legislation and authorized the Agency for Workforce Innovation to administer both programs through the Early Learning Coalitions at the county or multi-county level.

The purpose of the Early Learning Coalition of Southwest Florida, Inc. is to provide quality school readiness programs and services for children birth to age thirteen. That all children in Collier, Glades, Hendry and Lee communities will be healthy, eager, and successful learners, supported by well-informed parents, involved citizens, and collaborative community partners. The Coalition assists parents of children birth to kindergarten by providing opportunities to enhance their child's educational success. By participating in quality school readiness and voluntary pre-kindergarten programs, their child is better prepared for school.

The project described in this RFP and the resulting Contract will be funded by the General Revenue from the State of Florida and Federal funds. The State of Florida Voluntary Pre-Kindergarten Program is 100% state funded. Per the July 1, 2016 OEL School Readiness Notice of Award for the ELC of Southwest Florida, the School Readiness Program is 75.94% federally funded, 24.06% state funded, and .05% funded by non-governmental sources (CCEP).

III. Scope of Services

The Early Learning Coalition of Southwest Florida is seeking to rent approximately **16,000-17,000 square feet** of rentable office space in Ft Myers, Lee County to accommodate about 50 staff and the daily traffic of clients (30/day) to our offices. The Coalition is seeking the following accommodations:

- a. The location is required to be within walking distance (500 yards) of a bus stop and
- b. Have sufficient parking and lighting for staff and customers.
- c. Have at least 50 enclosed staff offices (minimum 12ft x 12ft)
- d. Have at least 2 large meeting rooms with one room to accommodate a minimum capacity of 60 people and the other a capacity of 20 people, both with dimming lights and speakers
- e. Have 2 rooms to accommodate 5 computer desks each
- f. Have at least 2 storage rooms, each the size of a staff office (windows optional)
- g. Entrance to the office must be to a common client reception area (lobby) that accommodates about 30 clients at any one time with cubicle space for 10 clients each to access available computers.
- h. Have at least 2 kitchens and eating area with dishwasher and refrigerator
- i. Have a secured IT/server room the size of a staff office.
- j. Have AC in the IT/server room between 68 – 71 degrees F.
- k. Have office cabling Cat 5/5e with patch panel
- l. Have network drops in each office
- m. Have a minimum of 10 bathrooms directly designated for Coalition staff
- n. Have adequate emergency lighting and fire/safety equipment
- o. Have availability of the office space on weekends and evenings for staff to work
- p. Have direct electrical outlets for individual offices to accommodate all the necessary electronic

- devices including computer and 4 monitors each, lights, fan, heater, etc.
- q. Have areas for 5 copiers/printers/scanners and 3 shredders

The Coalition would prefer the landlord to be responsible for AC and associated maintenance and repairs; janitorial office cleaning should also be part of the landlord's responsibility; the Coalition would require the floor covering, if carpet, to be new or if tiled, to be cleaned and free of scuff marks; walls to be freshly painted and the ceiling tiles to be cleaned or replaced if required; the landscaping to be appropriate.

IV. Information to be Included in the Proposal

In order to facilitate the evaluation of the proposals, it is requested that the proposal include required information as follows:

1. The proposal may include three possible locations that closely meet the accommodations indicated above, for staff review and recommendation to evaluation committee for determination.
2. The requested information in the spreadsheets below must be provided if applicable:

A. Three suggested locations for review –

Location Name	Street address	Zip code	Management company	contact name	Phone #	Sq Ft available	Rate per Sq Ft	Cam	% increase over 3 years
1.									
2.									
3.									

3. The proposal must include the monthly gross rent and the periodic gross rent over the suggested three contract periods ending June 30, 2020.
4. The proposal must include a response to the requested accommodations listed in section III above for each location
5. The proposal must include a statement that the attached lease template requirements will be included in the eventual lease

V. Proposal Instructions

All copies of Proposal packages may be mailed as hard copies (one original and two copies) to:

Early Learning Coalition of Southwest Florida, Inc.
 Peter Escayg, Director of Risk Management
 2675 Winkler Ave. Suite 300
 Fort Myers, FL 33901

OR may be emailed to: peter.escayg@elcofswfl.org

And must include the **Proposer Name; Contact Person, Name, Title, Telephone, Fax, E-Mail; Proposer Address;**

The selected vendor will be required to enter into a lease agreement with the Coalition for the services referenced in this RFP.

The Coalition cautions Proposers to assure actual delivery of Proposals either hand delivered, mailed via U.S mail or overnight courier, directly to the office of the Coalition or emailed to the contact person, no later than the deadline set for submission of the Proposals. Proposals and modifications to Proposals received after the time and date specified herein for Proposal submission will not be considered.

Late Proposals

1. Proposals received at the office designated in the Request for Proposals after the close of business on the date specified therein will not be considered unless:
 - a. They are sent by registered mail, or by certified mail, for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained; and it is determined by ELC of SWFL that the late receipt was due solely to delay in the mail, for which the respondent was not responsible; or
 - b. It is determined by the ELC of SWFL that the late receipt was due solely to mishandling by ELC of SWFL after receipt at ELC of SWFLs' office, provided that timely receipt at the office is established upon examination of an appropriate date or time stamp (if any) of the office, or of other documentary evidence or receipt (if readily available) within the control of such installation or of the post office serving it.
2. Respondents using certified mail are cautioned to obtain a Receipt for Certified Mail showing a legible, dated postmark and to retain such a receipt against the chance that it will be required as evidence that a late proposal was timely mailed.
3. The time of mailing of late proposals submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the respondent furnished evidence from the post office station of mailing which established an earlier time. In the case of certified mail, the only acceptable evidence is as follows:
 - a. Where the Receipt for Certified Mail identifies the post office station of mailing, evidence furnished by the respondent which establishes that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be the last minute of the business day of that station; or,
 - b. An entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of the postal employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing shall be the time shown in the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the offer shall not be considered.
 - c. Proposals may be delivered by hand.

VI. Protest Procedures

Any unsuccessful bidder who is adversely affected by the Coalition's decision concerning this procurement and wants to protest such decision, shall file a protest within 72 hours of the posting of the selection or after receipt of the notice of the Coalition's decision, the unsuccessful bidder must submit in writing, a notice of protest to the Coalition Board Chairperson. Within 10 days after filing the notice of protest, the unsuccessful bidder shall file a formal written protest detailing the reason for the protest.

"Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or Coalition Board member concerning any aspect of this solicitation, except in writing to the contact person listed on this RFP or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response."

Letters of protest should be addressed to:

Gerry Poppe, Coalition Board Chairperson
P.O. Box 7578
Fort Myers, FL 33911-7578

Upon receipt of a protest, the Chairperson will convene a meeting of the ELC of SWFL Executive Committee. The Executive Committee will notify all parties involved in the protest of the time and place of the hearing.

VII. Recommended Point Value for Evaluation Criteria and Rating Sheet

Bid rating:

0 = Marginal Capability – Proposer does not meet requirement or rate is greater than \$16/sq ft.

1 = Average Capability – Proposer meets requirement or rate is between \$15 and \$16/sq. ft.

2 = Above-average Capability – Proposer offers more than is required or rate is lower than other bids

3 = Superior Capability - Proposer offers much more than is required

Rating list	Actual score	Weight Factor	Total score	COMMENTS
Rate per Square Ft (consider any increase over three years of contract)		2		
The location is required to be within walking distance (500 yards) of a bus stop		1		
Have sufficient parking and lighting for staff and customers.		1		
Have at least 50 enclosed staff offices (minimum 12ft x 12ft)		1		
Have at least 2 large meeting rooms- min capacity 60 and 20 – dim light		1		
2 rooms to accommodate 5 computer desk each		1		
Have at least 2 storage rooms 12x12		1		
Entrance to the office must be to a common client reception area with cubicle space for 10 clients		1		
Have at least 2 kitchens		1		
Have a secured IT/server room-AC 68-71 “F		1		
Have office cabling Cat 5/5e with patch panel		1		
Have network drops in each office		1		
Have a minimum of 10 bathrooms for staff and common access to other bathroom/s for clients		1		
Have emergency lighting and fire/safety equipment		1		
Have availability of office space on weekends and evenings for staff to work		1		
Have direct electrical outlets for individual offices to accommodate all the necessary electronic devices including computer and 4 monitors each, lights, fan, heater, etc.		1		
Have areas for 5 copiers/printers/scanners and 3 shredders		1		

APPENDIX 1

SCHEDULE OF EVENTS AND DEADLINES*

ACTIVITY	DATE	TIME	ADDRESS
Request for Proposal Advertised/Released	September 30, 2016	10:00 a.m. local time	2675 Winkler Ave, Suite 300 Ft Myers, FL 33901
Last day to submit Written Inquiries to the Coalition	October 21, 2016.	4:00 p.m. local time	2675 Winkler Ave, Suite 300 Ft Myers, FL 33901
Coalition's Response to Written Inquires	October 28, 2016.	4:00 p.m. local time	2675 Winkler Ave, Suite 300 Ft Myers, FL 33901
Proposals must be received no later than:	November 4, 2016	4:00 p.m. local time	2675 Winkler Ave, Suite 300 Ft Myers, FL 33901
Proposals will be opened by the Coalition	TBD	TBD	2675 Winkler Ave, Suite 300 Ft Myers, FL 33901
Evaluation team reviews proposal	TBD	TBD	2675 Winkler Ave, Suite 300 Ft Myers, FL 33901
*Final Evaluation by Board	November 16, 2016	TBD	2675 Winkler Ave, Suite 300 Ft Myers, FL 33901
*Notice of Intended Award Posted	November 2016	TBD	2675 Winkler Ave, Suite 300 Ft Myers, FL 33901
Effective date of Contract	July 1, 2017		2675 Winkler Ave, Suite 300 Ft Myers, FL 33901

**These dates and locations are subject to change. Proposers will be notified of any changes made to the schedule of events. Notifications of changes will be posted at the Coalitions' websites www.elcofswfl.org,*

**APPENDIX II
Sample lease template**

Please note: The party that executes an agreement funded by federal or state grant program funds retains all responsibility for compliance with applicable laws, rules and regulations. Your entity should contact your own legal counsel and conduct research tasks to verify and/or supplement the provisions listed here.

Section/ Item #	Sample Language - See Template DFS P.O. Terms and Conditions (May 2015)	Purchase Order Terms & Conditions	<u>*Sample Lease with Maintenance Service Provisions Included</u>	<u>*Sample Lease without Maintenance Service Provisions Included</u>	Notes - * sample lease estimates a small dollar purchase of \$100/month, \$1,200 annually.
1 Introduction					
A	Composition of Agreement and Priority	X	Y	Y	Written lease terms should detail the space rented, related services received and other benefits provided by the landlord.
B	Initial Term	X	Y	Y	Written lease terms should include start and end dates for space rented and any related services received.
2 Performance					
A	Performance Standards	X	Y	Y	The vendor agrees to provide all the services and tasks detailed in the lease agreement.
B	Performance Deficiency	X	Y	Y	Includes financial consequences/liquidated damages for failure to comply with lease terms.
3 Payment and Fees					
A	Payment Invoicing	X	Y	Y	The lease agreement provides instructions for any related payments; a detailed rental schedule may substitute for monthly invoice instructions.
B	Payment Timeframe	X	Y	Y	Payment schedule is included in the lease agreement.
C	MFMP	X	N	N	N/A for a lease

D	Payment Audit	X	Y	Y	All agreements funded with monies passed-through the State of FL Treasury must make related records available for monitoring and auditing purposes.
E	Annual Appropriation	X	Y	Y	All agreements funded with monies passed-through the State of FL Treasury must specify payments are contingent on annual federal/ state funding.
4	Liability				
A	Indemnity	X	N	N	N/A for a lease - see below for other optional provisions/topics - Injury or damage to property.
B	Payment for Claims	X	N	N	N/A for a lease
C	Liability Insurance	X	Y	Y	Describes liability insurance provided/covered by the landlord.
D	Workers Compensation	X	Y - see note	N	If wages are paid for services provided, W/C requirements apply.
E	Performance Bond	X	N	N	N/A for a lease
5	Compliance with Laws				
A	Conduct of Business	X	Y	Y	Federal EEO provision/language should be included The lease agreement provides stipulations for complying with applicable federal and state laws, regulations and rules governing rental agreement.
B	Lobbying	X	Y	Y	All agreements funded with monies passed-through the State of FL Treasury must prohibit lobbying.
C	Gratuities	X	N	N	N/A for a lease
D	Public Records	X	Y	Y	All agreements funded with monies passed-through the State of FL Treasury are subject to public records laws.
E	Communications and	X	N	N	N/A for a lease

F	Confidentiality Intellectual Property	X	N	N	N/A for a lease Related topics that must be covered include debarred/suspended vendor and public entity crime notices. No federal/state grant program funds can be paid to a person or entity on debarred/convicted vendor lists.
G	Convicted Vendors	X	Y	Y	
H	Competitive Advantage	X	N	N	N/A for a lease
6	Termination				
A	Termination for Convenience	X	Y	Y	Required if lease exceeds \$10,000, but recommended for all leases.
B	Termination for Cause	X	Y	Y	Required if lease exceeds \$10,000, but recommended for all leases.
7	Subcontractors and Assignments				
A	Subcontractors	X	N	N	N/A for a lease - see below for other optional provisions/topics - subletting and assignments
B	Assignments	X	N	N	N/A for a lease - see below for other optional provisions/topics - subletting and assignments
C	RESEPECT	X	N	N	N/A for a lease
D	PRIDE	X	N	N	N/A for a lease
8	Misc.				
A	Independent Contractor	X	N	N	N/A for a lease
B	Governing Law and Venue	X	Y	Y	The lease agreement provides applicable state statutes governing the rental agreement.
C	Waiver	X	Y	Y	All rights under the lease apply and won't be waived.
D	Modification and Severability	X	Y	Y	The lease agreement includes provisions modification and severability that will be agreed by the vendor.
E	Time is of the Essence	X	N	N	N/A for a lease
F	Background Check	X	N	N	N/A for a lease

G	E-verify	X	Y - see note	N	E-verify requirements will apply to agreements for labor-related services in excess of \$3,000; does not apply if lease does not include maintenance services.
H	Commodities Logistics	X	N	N	N/A for a lease
Other Clauses					
	Conflict of Interest/Related party contracts		Y	Y	Additional OEL-specific requirements apply to SR/VPK programs; this would be N/A for other lease agreements.
	Florida Abuse Hotline reporting		Y	Y	All agreements funded with funds passed-through the State of FL Treasury instructs individuals to report instances of abuse.
	Prohibition of peripheral devices for confidential data storage		N	N	N/A for a lease
	Whistleblower's Act Requirements		N	N	N/A for a lease
	Travel will comply with s. 112.061		N	N	N/A for a lease
	Injury or Damage to Property		Y	Y	Describes the duties/responsibilities of the landlord and tenant for property loss or damage.
	Subletting and assignments		Y	Y	Describes the tenant's ability to sublet the leased space.
	Renewal		Y - see note	Y - see note	Renewal provision required if amount of lease exceeds \$35,000 for all applicable lease term payments.
	Compliance with Fire Safety Standards		Y - optional	Y - optional	Describes tenant/landlord duties
	Taxes and Commissions		Y - optional	Y - optional	Describes tenant/landlord duties for real estate taxes, fire insurance premiums, or real estate broker fees.
	Heating, AC, Janitorial Services		Y - optional	Y - optional	Optional description of additional landlord duties/services.

Indicates a clause or provision considered required for all purchase orders and small dollar transactions