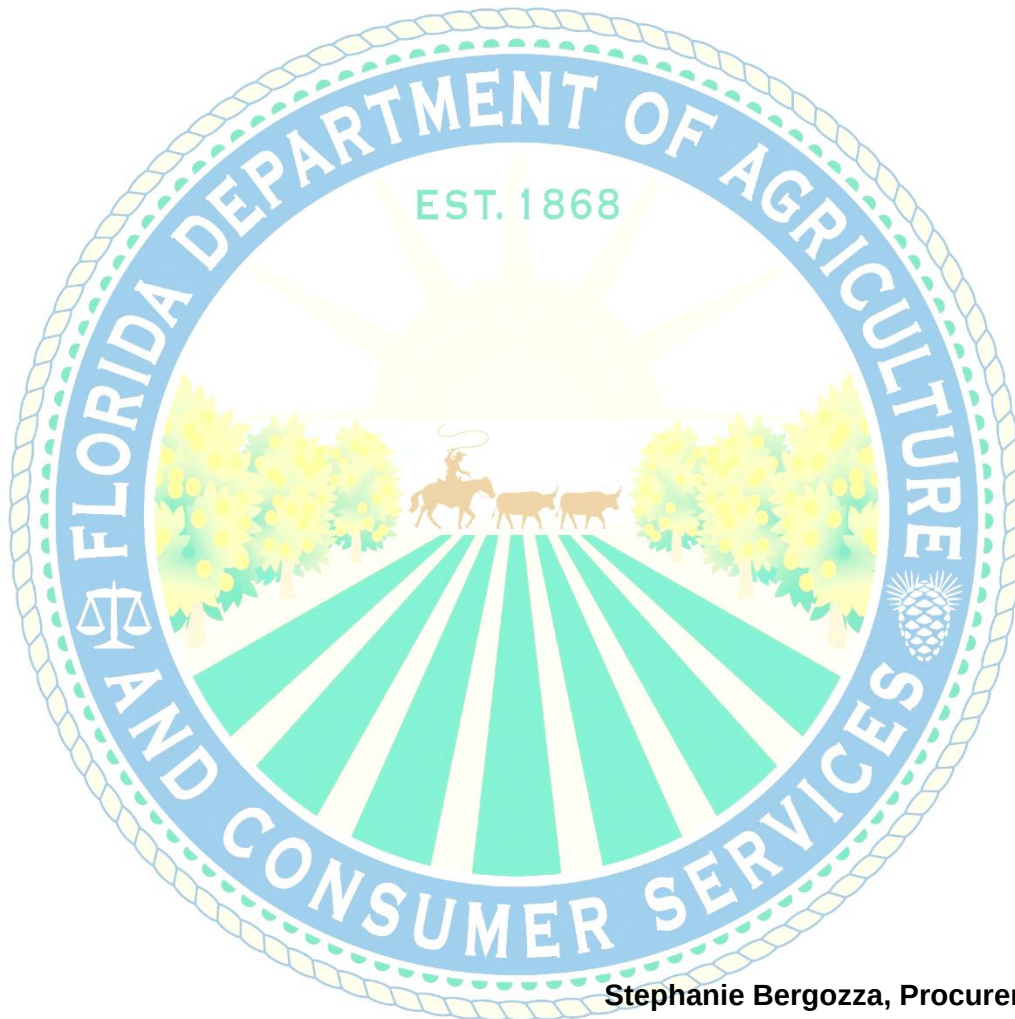


Request for Proposals (RFP) No: RFP FNW 26 27 10

Solicitation Title: Child Nutrition Program Administrative Reviews



Stephanie Bergozza, Procurement Officer
407 S. Calhoun Street, SB-8 Mayo Building
Tallahassee, FL 32399-0800

Bids@FDACS.gov

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Protests must be filed with the Agency Clerk, Florida Department of Agriculture and Consumer Services, The Holland Building, 600 South Calhoun Street, Tallahassee, Florida 32399.

SECTION 1 Introduction

1.1 Statement of Purpose

The Florida Department of Agriculture and Consumer Services (FDACS or Department), Division of Food, Nutrition, and Wellness (FNW), issues this Request for Proposals (RFP) to establish a contractual services agreement to conduct Child Nutrition Program Administrative Reviews (AR) and Technical Assistance as required by FDACS and the United States Department of Agriculture (USDA).

This RFP and all activities leading toward contract issuance are conducted pursuant and subject to Chapter 287, F.S., and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.). The Department intends to award a single contract to the Respondent whose Proposal is determined to be the most advantageous to the State. Alternatively, the Department reserves the right, at its discretion, to make no award. This solicitation will be administered through the Vendor Information Portal (VIP) located at: <https://vendor.myfloridamarketplace.com/>. The Department shall utilize the VIP as the centralized procurement website for electronic posting for agency solicitations, decisions and intended decisions in accordance with Rule 60A-1.021, F.A.C.

1.2 Timeline

All required actions must be completed by the date and time indicated on the Timeline below. The Timeline will be strictly adhered to in all actions relative to this RFP unless modified by the Department by written addendum posted on the Vendor Information Portal (VIP)

EVENT	DATE/TIME (ET)	LOCATION
Release of RFP	October 13, 2026	Vendor Information Portal https://vendor.myfloridamarketplace.com/search/bids
Last day for Vendors to Submit Questions. No questions will be accepted after this date.	October 16, 2026 5:00PM	Florida Department of Agriculture and Consumer Services Email: Bids@FDACS.gov
Anticipated Posting of Written Responses to Vendor Questions	October 19, 2026	Vendor Information Portal https://vendor.myfloridamarketplace.com/search/bids
Sealed Proposals Due	November 2, 2026 5:00PM	Florida Department of Agriculture and Consumer Services Mayo Building - Purchasing Office 407 S. Calhoun Street, SB-8 Tallahassee, Florida 32399-0800
Public Opening	November 3, 2026 9:30AM	Teleconference Number: (877) 273-4202 Conference Room Number: 585 608 901 OR Mayo Building 407 S. Calhoun Street, SB-8 Tallahassee, Florida 32399-0800
Evaluation Phase (Anticipated)	November 3 – 6, 2026	
Notice of Agency Decision / Intent to Award (Anticipated)	TBD	Vendor Information Portal https://vendor.myfloridamarketplace.com/search/bids

1.3 Addenda to the RFP

The Department reserves the right to make changes to this RFP by posting addenda on the VIP. Interested parties are responsible for monitoring the VIP for any posted addenda.

1.4 Procurement Officer

The Procurement Officer for this RFP is:

Stephanie Bergozza, Procurement Officer
Email: Bids@FDACS.gov

The Procurement Officer is the sole point of contact for questions and all other matters relating to this solicitation.

****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL. ****

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 officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

1.5 General Instructions and Special Instructions

Pursuant to Rule 60A-1.002, F.A.C., the General Instructions to Respondents, [PUR 1001](#), are incorporated in this RFP by reference. There is no need to return this document with Proposals. This RFP document constitutes the Special Instructions to Respondents. In the event of a conflict between the terms in PUR 1001 and this RFP document, the RFP document will take precedence over all terms in the PUR 1001 unless a conflicting term in the PUR 1001 is required by any section of the Florida Statutes, in which case, the term contained in the PUR 1001 shall take precedence. Specific references to MyFloridaMarketPlace (MFMP) usage for this RFP as stated in paragraphs 3 and 5 of the PUR 1001 are not applicable.

1.6 Conflicts and Order(s) of Precedence

All Proposals are subject to the terms of the following provisions of this RFP, which in case of conflict shall have the following order of precedence:

- 1) Addenda, in reverse order of issuance,
- 2) RFP, including attachments and appendices,
- 3) [PUR 1001, General Instructions to Respondents](#); and
- 4) [PUR 1000, General Contract Conditions](#).

1.7 Mandatory Requirements

The Department has established certain requirements with respect to submissions to be submitted by Respondents. The use of "shall", "must", or "will" (except to indicate simple futurity) in this RFP indicates a requirement or conditions from which a material deviation may not be waived by the Department. A deviation is material if, in the Department's sole discretion, the deficient Proposal is not in substantial accord with the RFP requirements, provides an advantage to one Respondent over other Respondents, or has a potentially significant effect on the quantity or quality of service.

Material deviations cannot be waived. The words “should” or “may” in this RFP indicate desirable attributes or conditions but are permissive in nature. A deviation from, or omission of, such a desirable feature will not in itself cause rejection of a Proposal.

1.8 Initial Contract Term and Renewal Term

The anticipated initial contract term shall be effective upon execution of the Contract through September 30, 2027. Upon the mutual written agreement of both Parties, the Contract may be renewed in one-year increments for up to three (3) additional years following the initial term, at the same terms and conditions, in accordance with Section 287.057(14), F.S.

With the written consent of both parties, this contract may be modified to include administrative review and technical assistance services related to other federal feeding programs.

SECTION 2 Technical Specifications

2.1 Overview

FDACS Division of Food, Nutrition and Wellness (FNW) seeks to establish a contractual services agreement with a Contractor to conduct Administrative Reviews (ARs) also referred to as “SMAR” or School Meals Review, as required by FDACS and the USDA. The Contractor will be required to conduct complete ARs, including communication with FDACS and School Food Authorities (SFAs), Off-Site Reviews, On-Site Reviews, post review activities, closing of reviews, correspondence with FDACS and SFAs, data entry into FDACS’ Florida Automated Nutrition System (FANS), and all other associated work for an AR, including gathering and reporting pertinent information to FDACS. It is anticipated that the Contractor will conduct up to 100 National School Lunch Program (NSLP) ARs during the 2026-2027 program. The Contractor must designate an assigned project manager for the ARs, and the same project manager will be dedicated to the effort for the entire contract period to ensure consistency in the performance of ARs. The Contractor and the project manager must ensure all timelines are met as outlined by FDACS and must be able to manage numerous tasks simultaneously. The Contractor must be able to work under pressure and meet tight deadlines. Subject to the mutual agreement of FDACS and Contractor, this contract is renewable for up to three (3) years and up to 100 ARs each program year. As part of this Contract, FDACS reserves the right to negotiate the performance of administrative review services for other federal feeding programs for each renewal year.

FDACS also seeks this contractual services agreement with the Contractor to conduct targeted follow-up reviews that arise from technical assistance (Targeted Technical Assistance Review - TTAR) provided to SFAs. TTARs are conducted on or offsite depending on the corrective action plan for the sponsor. If the sponsor only has resource management and procurement corrective action plan this is an off-site site review. If the sponsor has operational corrective action plan such meal pattern, point of service, etc. this would be an On-Site Review.

FDACS further needs this contractual services agreement with the Contractor to conduct pre-operational visits as needed. The pre-operational visit is conducted on-site using a FDACS form. The purpose of the pre-operation is to ensure the sponsor is operating in compliance. Only the on-site form is completed for the pre-operational visit.

2.2 Background

The USDA requires state agencies administering federal child nutrition programs to conduct targeted follow-up reviews and ARs of all SFAs pursuant to 7 CFR §§ 210.3 (b) and 210.18, during a four-year cycle, and pre-operational visits in accordance with federal regulations for all SFAs on

the same cycle. SFAs include school districts, private schools, residential care facilities, charter schools, and camps. FDACS is seeking services to assist in conducting up to 100 ARs, up to 10 TTAR, and up to five (5) pre-operational visits during the 2026-2027 program year and each program year thereafter for three (3) years.

2.3 Scope of Work and Deliverables

FDACS is seeking a contractor to conduct Pre-operational Visits (as needed), Targeted Follow-up Reviews (Targeted Technical Assistance Review - TTAR), and Administrative Reviews as required by FDACS and USDA, as outlined in this RFP.

A) Pre-operational Visits (as needed)

The 2026-2027 NSLP Pre-operation visits are not pre-scheduled. These visits are as needed once a sponsor is close to being approved for NSLP. The Contractor will need to be able to go out within two weeks of being notified of a pre-operational visit. The pre-operational visit will have a pre-visit call that is conducted virtually, followed by an in-person visit. It is anticipated that the Contractor will conduct up to five (5) NSLP pre-operational visits during the 2026-2027 program year ending June 30, 2027, and the Contractor would perform the pre-operational virtual call prior to visiting the school, complete the on-site pre-operational visit form and conduct an Exit Conference with the Sponsor at the end of the On-Site pre-operational visit. The Contractor must designate an assigned Project Manager (PM) for the pre-operational visit and TTARs, and the same project manager will be dedicated to the effort for the entire contract period to ensure consistency in the performance of pre-operational visit and TTARs. The Contractor and the project manager must ensure all timelines are met as outlined by FDACS and must be able to manage numerous tasks simultaneously. The individual serving as the Project Manager under this section may be the same person designated as the Project Manager pursuant to Section 2.1, Overview.

B) Targeted Follow-up Reviews / Target Technical Assistance Review (TTAR)

7 CFR 210.18(c)(1) Targeted Follow-up Reviews also known as TTAR

A state agency that reviews SFAs on a cycle longer than three (3) years must identify SFAs that are high-risk to receive a targeted follow-up review. A state agency must develop a plan to identify SFAs that meet the high-risk criteria and obtain approval of that plan from the Food and Nutrition Administration (FNA).

7 CFR 210.18(c)(2) High-Risk Criteria for Targeted Follow-up Reviews

At a minimum, a state plan should identify as high-risk those SFA that during the most recent administrative review conducted in accordance with this § 210.18 had one (1) or more of the following risk factors as determined by the state agency:

- A 10% or greater certification and benefit issuance error rate;
- Incomplete verification for the review year; or
- One (1) or more significant or systemic errors in Performance Standard 1 as defined at (g)(1) of this section, Performance Standard 2 as defined at paragraph (g)(2) of this section, or allowable costs.

7 CFR 210.18(c)(3) Timing and Scope of Targeted Follow-up Reviews

Within two (2) years of the review, high-risk SFA must receive a targeted follow-up review. Targeted follow-up reviews must include the areas of significant or systemic error identified in the previous review and may include other areas at the discretion of the state agency. The state agency may conduct targeted follow-up reviews in the same school year as the administrative review and may conduct any additional reviews at its discretion.

The 2026-2027 NSLP TTAR schedule will be provided to the Contractor. The TTAR may be conducted virtually, in-person, or a combination of the two, depending on the direction of USDA and FDACS. It is anticipated the Contractor will conduct up to 10 NSLP TTARs during the 2026-2027 program year ending June 30, 2027, and the Contractor would perform Entrance Conference, complete the TTAR review form based on the SMAR, complete an Exit Conference, complete a report of the review, collect corrective action plan and documentation if needed the close the TTAR. The Contractor must designate an assigned Project Manager (PM) for the TTARs, and the same project manager will be dedicated to the effort for the entire contract period to ensure consistency in the performance of TTARs and pre-operational visits. The Contractor and the project manager must ensure all timelines are met as outlined by FDACS and must be able to manage numerous tasks simultaneously. The individual serving as the project manager under this section may be the same person designated as the project manager pursuant to Section 2.1, titled "Overview."

C) Administrative Reviews (AR)

Administrative Reviews are the comprehensive off-site and on-site evaluation of all SFAs participating in the Program. The Contractor will be required to conduct complete ARs, including communication with FDACS and School Food Authorities (SFAs), Off-Site Reviews, On-Site reviews, post review activities, closing of reviews, correspondence with FDACS and SFAs, data entry into FDACS' Florida Automated Nutrition System (FANS), involvement in appeals (if applicable), and all other associated work for an AR, including gathering and reporting pertinent information to FDACS and USDA. The 2026-2027 NSLP SMAR Schedule will be provided to the Contractor. The AR may be conducted virtually, in-person, or a combination of the two depending on the direction of USDA and FDACS. It is anticipated that the Contractor will conduct up to 100 National School Lunch Program (NSLP) ARs during the 2026-2027 program year ending June 30, 2027, and the Contractor would perform every component of the AR. The Contractor must designate an assigned Project Manager (PM) for the ARs, and the same project manager will be dedicated to the effort for the entire contract period to ensure consistency in the performance of ARs. The Contractor and the project manager must ensure all timelines are met as outlined by FDACS and must be able to manage numerous tasks simultaneously. The individual serving as the project manager under this section may be the same person designated as the project manager pursuant to Section 2.1, titled "Overview."

Contractor shall utilize the FDACS Administrative Review Tools as directed by FNW. These Administrative Review Tools are available for examination at: [National School Lunch Program / Nutrition Programs / Food & Nutrition / Home - Florida Department of Agriculture & Consumer Services](#)

2.4 Minimum Deliverables

A) During the term of the agreement, the Contractor shall provide at a minimum:

1. Within 30 calendar days after Contract execution, the Contractor shall prepare and submit to FDACS a written plan documenting the process for conducting pre-operational visits, targeted follow-up reviews, and administrative reviews.
2. Provide a designated Project Manager to serve as the primary point of contact for addressing issues and coordinating review activities.
3. The Contractor's staff shall supply their own PC-based computer(s) capable of operating Microsoft Windows operating system and can run the Florida Automated Nutrition System (FANS), Adobe, and Microsoft Office suite products (Word, Excel, PowerPoint, etc.).

4. As reviews will be conducted in areas with limited or no internet access, the Contractor shall provide wireless access sufficient to transfer review information and maintain email access of Contractor staff to FDACS whenever feasible.
5. Become knowledgeable and follow applicable Florida Statutes including Chapter 119 Florida Public Records law, FDACS policies, directives and interpretation of State of Florida and Federal policies, guidelines, and regulations. The Contractor shall communicate relevant requirements to the sponsors as appropriate.
6. Maintain a current working knowledge and follow USDA policies and regulations.
7. Be professional and courteous in their interactions with FDACS and sponsors.
8. Timely respond to emails and phone calls shall be provided within the next business day.
9. Submitted work products shall be clean, legible, neat, and free of grammatical, factual, and mathematical errors. Any costs associated with re-work shall be borne by the Contractor without charge to FDACS to bring the work product to an acceptable standard.
10. Have a quality assurance and review process in place prior to submission of work products to ensure its accuracy and completeness. The Contractor shall be responsible for incorporating recommendations and suggestions from FDACS to ensure the quality of its work products.
11. Conduct targeted review and administrative review for sponsors on the administrative review cycles (See 2026-2027 Targeted Review and Administrative Review Cycles to be provided) designated by FDACS. Reviewers assigned by the Contractor must conduct targeted and administrative reviews in compliance with 7 CFR Part 210.
12. Site information must be verified in FANS, prior to visiting the site, to ensure site operation details have not changed. FDACS will train the selected Contractor on how to access and navigate FANS.
13. Provide a minimum weekly status meeting between the Contractor and FDACS staff. These management meetings shall include review of the current work plan and provide an opportunity to discuss task implementation and status. Management meetings shall include a report of activities completed during the week. The reports shall provide a list of significant operational problems needing corrective action and a recommendation for corrective action.
14. **Availability for Ad Hoc Meetings:** The Contractor shall be available for ad hoc meetings to address concerns and issues that merit action by the Contractor. The Contractor shall provide the appropriate personnel (or their designees) to address the issue and progress toward resolution.
15. **Progress Report Format:** All progress reports shall be submitted in a format and layout approved by FDACS in Microsoft Word or Microsoft Excel via email.
16. Maintain the books, records, and documents in support of the work performed and the money received under this Contract for a period of the current year plus three (3) years from the date of final payment. All records shall be subject to audit at any time, upon reasonable notice, by FDACS or its duly appointed representative. The records shall be maintained in accordance with generally accepted accounting principles.

17. Ensure all Deliverables are provided in accordance with the Schedule of Deliverables (Table A).

B) Administrative Review Process Definitions:

1. **Off-Site Review:** The portion of the review when the Contractor shall record information in the Off-site Assessment Tool by collecting information from the SFA.
2. **Entrance Conference:** The initial meeting between the Contractor and the SFA to discuss pre-review and review content and post-review procedures.
3. **On-Site Review:** The portion of the administrative review intended to validate the information collected on the Off-site Assessment Tool and provide an opportunity for the Contractor to observe the operation of the school nutrition programs at the SFA and in selected schools. The Contractor documents its findings on the On-site Assessment Tool on behalf of the FDACS.
4. **Exit Conference:** The meeting after the On-Site Review between the Contractor and SFA to discuss preliminary findings, answer questions, and clear up any factual errors before the final report is published.
5. **SMAR Report:** The formal document that evaluates the SFA's operations for compliance by outlining observed deficiencies with corresponding legal citations, applicable corrective action, and technical assistance. The SMAR report should be factually correct and legally sound, drafted using templates provided by FDACS, and submitted to FDACS for review.
6. **Closing Letter:** The formal document sent by the Contractor to the SFA to signal that the SMAR is officially complete. The Closing Letter should be factually correct, drafted using templates provided by FDACS, and submitted to FDACS for review.

C) Targeted Technical Assistance Review (TTAR) Process

1. **Entrance Conference:** The initial meeting between the Contractor and the SFA to discuss review of corrective action and implementation from the prior school meals administrative review.
2. **Off-Site Review:** Off-Site Review will include requesting documentation for the deficiencies and comparing against the corrective action plan to ensure implementation has been achieved and the corrective action has prevented the deficiencies from reoccurring again. (if applicable)
3. **On-Site Review:** The portion of the TTAR is intended to validate the corrective action plan has been implemented and prevents deficiencies from reoccurring again. No on-site will be needed if there are no operational deficiencies noted upon review of documentation sent as part of the Off-Site Review. (if applicable)
4. **Exit Conference:** The meeting after the On-Site Review between the Contractor and SFA to discuss preliminary findings, answer questions, and clear up any factual errors before the final report is published.
5. **TTAR Report:** The formal document that evaluates the SFA's operations for compliance by outlining observed deficiencies with corresponding legal citations, applicable corrective action, and technical assistance. The TTAR report should be factually correct and legally sound, drafted using templates provided by FDACS, and submitted to FDACS for review.

6. **Closing Letter:** The formal document sent by the Contractor to the SFA to signal that the TTAR is officially complete. The Closing Letter should be factually correct, drafted using templates provided by FDACS, and submitted to FDACS for review.

D) Pre-operational Visit

1. **Pre-visit Call:** The initial meeting between the Contractor and the SFA to discuss pre-review and review content and post-review procedures.
2. **On-Site Review:** The portion of the pre-operation visit is intended to validate the school is operating within the regulations and able to be approved for the National School Lunch Program.
3. **Exit Conference:** The meeting after the On-Site Review between the Contractor and SFA to discuss preliminary findings, answer questions, and clear up any factual errors before the final report is published.
4. **Pre-operational Visit Form:** The form used to document observations from the pre-operational visit. This form should be completed and submitted to FDACS upon completion of the visit.

The Contractor will be eligible to submit an invoice for 50% of the AR fee upon successful completion of A. Off-site Assessment Tool, 30% upon completion of B. On-Site Review, and 20% upon completion of C. Closing Administrative Review. Payment of invoice is contingent upon approval by the Department. Pre-operational visits and TTARs will be paid 100% once officially closed by FDACS. "Successful completion" means the work product shall be devoid of substantive errors, be factually accurate, correctly cites federal and State regulations, includes all documentation that supports findings, and proposes corrective action plan(s) that appropriately align with the identified findings.

TABLE A - SCHEDULE OF DELIVERABLES			
DELIVERABLE	TASK	DUE DATE	SUBMIT TO
A. Off-site Assessment Tool	Engage the Sponsor to initiate the review process, complete the Off-Site Assessment Tool prior to conducting the On-Site Review, and submit the completed Off-Site Assessment Tool to FDACS. Complete the Preliminary Findings Report and submit it to FDACS prior to conducting the On-Site Review. The report shall identify all areas of technical assistance (TA) and/or the Corrective Action Plan (CAP) determined up to this point in the review. The Preliminary Findings Report shall include the following areas: week of menu review, resource management, procurement, and general areas of review that do not include the On-Site Review. Communicate any potential findings to the Sponsor.	10 calendar days after the SMAR Exit Conference is conducted	Contractor submission in SharePoint

TABLE A - SCHEDULE OF DELIVERABLES			
DELIVERABLE	TASK	DUE DATE	SUBMIT TO
B. On-Site Review	Complete all components of the On-Site Review or SMAR Report and complete the report. Document all TA and/or CAP to be taken by the Sponsor.	15 calendar days after the SMAR Exit Conference is conducted	Contractor submission in SharePoint
C. Closing of Administrative Review	FDACS will send the AR report to Sponsors and document the date sent and the due date for CAP in a shared tracking document. If no findings, the Contractor shall complete a draft Closing Letter and submit it to FDACS. If findings, the Contractor shall work with the Sponsors to receive, review, and approve the CAP responses according to federal and state regulations and FDACS policy. The Contractor shall update the tracking document noting whether timely and accurate CAP was received and shall communicate via email to FDACS that the review is complete. The email shall include a drafted Closing Letter.	15 calendar days after the SMAR Exit Conference 15 calendar days after the Sponsor submits CAP	Contractor submission in SharePoint
Administrative Reviews	SMARs (Off-Site, On-Site, and Closing) assigned must be completed no later than June 30th each contract year.	No later than June 30 th each contract year	Results communicated to the Contractor's Project Manager
Administrative Reviews	Administrative Reviews must be closed no later than August 31 st each contract year	No later than August 31 st each contract year	Results communicated to the Contractor's Project Manager
Pre-operational Visit	Complete the pre-operational virtual call prior to On-Site visit, complete the On-Site visit, and complete the Exit Conference.	Completed on the date requested by the Department	Contractor submission in SharePoint
Pre-operational Visit	Complete and submit the Pre-operational Visit Form.	Two (2) business days after the On-Site visit and Exit Conference is conducted	Contractor submission in SharePoint

TABLE A - SCHEDULE OF DELIVERABLES			
DELIVERABLE	TASK	DUE DATE	SUBMIT TO
TTAR	Complete all components of the TTAR and complete the report. Document all TA and/or CAP to be taken by the Sponsor. FDACS will send the TTAR report to Sponsors and document the date sent and the due date for CAP completion in a shared tracking document. If no findings, the Contractor shall complete a draft Closing Letter and submit it to FDACS. If findings, the Contractor will work with the Sponsors to receive, review, and approve the CAP responses according to federal and State regulations and FDACS policy.	15 calendar days after the TTAR Exit Conference	Contractor submission in SharePoint
	The Contractor shall update the tracking document and note whether a timely and accurate CAP was received and shall communicate via email to FDACS that the review is complete. The email shall include a drafted Closure Letter.	15 calendar days after the Sponsor submits CAP	
Training	Conduct a virtual or in-person meeting/training with FDACS team.	30 calendar days after contract execution	Contractor's Project Manager
Weekly Meeting	The Contractor must hold a weekly meeting with the PM and the FDACS team to discuss Administrative Reviews and review status.	Weekly	Contractor's Project Manager

2.5 Contractor Responsibilities and Requirements

- 1) Conduct all SMARs and TTAR – (Section's that are applicable) in their entirety to include the following sections:
 - a. Nutrition Standards, Procurement, Resource Management, Claims Validation, and other components of the SMAR as prescribed by 7 CFR 210 and applicable guidance.
 - b. Regarding the Nutrition Standards portion of the SMAR, Contractor shall:
 - Request Meal Pattern Compliance Documentation (Menu Planning Tool) for Certification for Six Cent Reimbursement (Worksheets) from the SFA for a selected week of review.

- Review the Worksheets to ensure they are appropriately and accurately completed for each age/grade group served, noting any deficiencies (i.e., K-8 school list menus on K-12 or K-12 Worksheet).
 - Evaluate daily and weekly requirements for the completed Worksheets are compliant to program meal pattern and quantity requirements.
 - Request and review the supporting documentation for menu items offered in the week of review meet program requirements. Documents include, but not limited to: Menus, Production Records, Standardized Recipes, USDA Foods Information Sheets, Nutrition Facts panel, and Child Nutrition Label or a product formulation statement(s).
 - If the SFA is not in compliance with the Menu Worksheets, provide Technical Assistance, resources, and document any corrective action assistance completed to bring the SFA into compliance with Meal Component and Quantity requirements.
 - Work with the SFA to complete the Dietary Specifications Assessment Tool to determine low or high risk. Interview the SFA prior to the On-Site Review to complete the off-site portion of the Dietary Specifications Assessment Tool. Completion of the Dietary Specifications Assessment Tool requires information about food service practices that may not be included in menu documentation. If low risk, report status to FDACS for validation during On-Site Review.
- c. FDACS will assign Contractor their AR and TTAR work schedule.**
- 2) Conduct ARs and TTARs of NSLP, SBP, ASP, FFVP, SMP, CEP and Special Provision Sponsors.**
 - 3) Complete the ARs and TTARs as described in the Statement of Work.**
 - a. The Contractor must ensure all rules and regulations are met with the review and completion of AR.**
 - b. The deadline for completion of the ARs and TTARs is no later than June 30th each contract year.**
 - 4) Conduct and complete pre-operational visits as described in the Statement of Work.**
 - 5) Ensure all associated AR and TTARs data are in Share Point including correspondence, communications, Off-Site Review activities, On-Site Review activities, development of corrective action documents, and activities pertaining to the closing of the AR.**
 - 6) The Contractor and its employees must successfully complete FDACS-conducted training prior to starting ARs and TTARs.**
 - 7) Attend training session(s) provided by State Agency concerning the AR and computer system requirements.**

The Contractor will complete training conducted by the Department via web meetings in which the Contractor must have computer/camera/internet capability.
 - 8) Conduct ARs and TTARs in full compliance with applicable law, including relevant USDA and FDACS regulations.**

- 9) Meet the minimum number of schools to review in accordance with [7 CFR 210.18\(e\)](#).
- 10) Independently complete all assigned ARs regardless of enrollment as assigned per FDACS.
- 11) The Contractor and FDACS PM will agree on dates and schedule before ARs begin.
- 12) Determine Sponsor compliance with all federal and state laws, regulations, and policies pertaining to NSLP, SBP, ASP, FFVP, SMP, CEP, and Special Provisions.
- 13) Provide in-person testimony and assist with administrative appeals arising out of ARs conducted, completed, or staffed, even in part, by the Contractor.
 - a. Assist with administrative appeals as requested by FDACS for ARs conducted during the 2026-27 program year and subsequent years, as requested by FDACS.
 - b. The Contractor's employees, upon FDACS's request, must be able to travel overnight on less than seven (7) calendar days' notice to Tallahassee, Florida, to assist with and testify at an administrative appeal arising out of an AR, and remain in Tallahassee, Florida, to assist with and testify at such administrative appeal from day to day until the appeal is concluded and all witnesses are excused from attendance. The need and duration for such testimony shall be subject to the sole and absolute discretion of the judge or administrative review official presiding over the appeal.
 - c. FDACS will work to minimize the disruption, if any, to staff schedule.
- 14) Conduct Entrance and Exit Conferences with the Sponsor's superintendent, designee, or other appropriate official at the Sponsor location.
- 15) Provide documentation of Entrance and Exit Conferences.
- 16) Complete and provide the Sponsor with an AR Preliminary Findings according to the FDACS process at each Exit Conference.
- 17) Complete an AR Report within 15 calendar days after the Exit Conference.
- 18) Properly document all AR sections of the review in the computer system.
 - a. Close the AR within 15 days of the Corrective Action Plan (CAP) acceptance by the Contractor.
 - b. Documentation must meet all USDA and FDACS requirements (FDACS will provide training on FDACS requirements).
 - The Contractor must conduct quality assurance checks on all ARs before submission to FDACS.
 - Expectations of quality assurance will be provided in the training provided by FDACS.
 - c. Quality assurance and quality control checks will be performed by FDACS's PM to ensure documentation is acceptable.
- 19) Complete all Corrective Action Documents (CAD) and upload into Share Point.
 - a. Review all documents and responses submitted in connection with a CAD and determine

compliance with applicable federal and state regulations and guidance.

- b.** Follow FDACS's policies and procedures in relation to CAD review, completion, denial, issuance of additional CADs, or acceptance.
- c.** Maintain all email communications and document phone calls with Sponsors during the SMAR and CAP process.

20) The Contractor must provide:

- a.** Weekly status reports (written and statistical) to FDACS concerning work performed, as well as projected dates of completion for Off-Site Reviews, On-Site Reviews, post review activities, correspondence, closure, and problematic ARs.
- b.** On a weekly basis, the Contractor must provide a list of ARs performed and a summary of findings for each AR. In addition, Contractor must highlight ARs that will require a Comprehensive Financial Review, financial action reviews, or any unresolved issues as requested by the FDACS PM.
- c.** On a weekly basis, the Contractor must provide a list of completed ARs that did not result in any findings and complete the appropriate templates/correspondence to be sent to the sponsors.

21) The Contractor's staff will display excellent customer service skills.

- a.** All Contractor staff will be professional while interacting with all internal and external customers.

22) The Contractor must provide all necessary electronic equipment (i.e., computers) for its staff to perform their responsibilities as described in the Statement of Work.

23) Contractor staff must ensure confidentiality of all information obtained during ARs.

24) The Contractor must demonstrate proficiency (as per the FDACS PM) in the AR process prior to closing the first AR.

25) The Contractor will prepare and submit accurate invoices for work performed and upon completion the Off-site Assessment Tool, the On-site Review, and Closing of the Administrative Review.

2.6 Contractor Minimum Qualifications

- 1)** The Contractor must be experienced with reviews for the programs listed in this RFP. The AR and TTAR is a comprehensive evaluation of meals programs for participating in federal nutrition programs. Areas of review include but not limited to:
 - a.** Critical areas of review
 - b.** Meal access and reimbursement
 - c.** Resource management/Financial management
 - d.** General program compliance

- e. Other federal program monitoring as applicable, such as:
 - Special Milk Program
 - Afterschool Snack Program
 - Fresh Fruit and Vegetable Program
 - Seamless Summer Option
- 2) The Contractor must be experienced with reviews for the programs listed in this RFP. The pre-operational visit is an evaluation of meals programs for participating in federal nutrition programs. Areas of review include but not limited to:
 - a. Critical areas of review
 - b. Meal access and reimbursement
 - c. Resource management/Financial management
 - d. General program compliance
 - e. Other federal program monitoring as applicable, such as: Afterschool Snack Program
- 3) The Contractor must have at least three-years' experience conducting National School Lunch Program (NSLP), School Breakfast Program (SBP), Afterschool Snack Program (ASP), Fresh Fruit and Vegetable Program (FFVP), grant management, Special Milk Program (SMP), Seamless Summer Option (SSO), Community Eligibility Provision (CEP) and Special Provisions ARs. Including reviewing Food Service Management Company (FSMC) Contracts used in NSLP.
- 4) The Contractor shall provide a dedicated PM to oversee Contractor staff conducting ARs.
 - a. Provide background and knowledge of the AR and USDA rules and regulations as related to the programs listed above.
 - b. Provide name and title, resumes, contact information.
 - c. Provide location and availability.
 - d. FDACS has the discretion to approve or deny the proposed PM and request an alternate.
 - e. If there is turnover in this position, FDACS must approve the new PM. The Contractor must be able to meet tight deadlines.
- 5) The Contractor shall outline the staff required to complete up to 100 ARs in Florida within the contract period. Contractor's staff must be able and available to travel throughout the state of Florida to conduct and complete the offsite and onsite portions of the AR and/or conduct ARs virtually. Must provide name, titles and resume and contact information.
- 6) All Contractor staff must have documented experience with and demonstrate knowledge of (by inclusion of staff resumes with its proposal) all USDA and Florida rules, regulations, and guidance as it relates to the NSLP, SBP, ASP, SMP, SSO, FFVP, and Special Provisions.

- 7) All Contractor staff will be required to pass a background check prior to conducting an AR on behalf of FDACS.

2.7 Financial Consequences

If the Contractor fails to meet the minimum level of services of the contract or fails to perform all tasks within the time frame established in the contract, the Department shall reduce payment by \$1,000 for each task not meeting the minimum level of services of the contract and/or not performed within the established timeframe. Failure to meet the minimum level of services includes, but is not limited to, submitting AR reports which contain substantive errors, incorrect statements of facts or citations, and/or incomplete information or lack of exhibits necessary to support a deficiency.

SECTION 3 Solicitation of Proposals

3.1 MyFloridaMarketPlace (MFMP) Registration

Each Vendor desiring to sell commodities or contractual services as defined in Section 287.012, F.S., to the State is prequalified to do so and shall register in the MFMP system, unless exempted under Rule 60A-1.033(3), F.A.C. Information about the registration process is available and registration may be completed on the VIP website. Interested persons lacking internet access may request assistance from the MFMP Customer Service at (866) 352-3776.

Vendors should register for the following United Nations Standard Products and Services (UNSPSC) Class/Group Commodity Code(s) pertaining to this RFP:

- 93151505 - Administrative Agencies Services
- 84111600 - Audit Services
- 93131600 - Food and Nutrition Policy Planning and Programs
- 85150000 - Food and Nutrition Services
- 93151607 - Government Auditing Services

3.2 Question-and-Answer Period

Vendors may submit written questions regarding the solicitation to the Procurement Officer by the deadline listed in Section 1.2, Timeline. Oral questions or questions submitted after the deadline may not be acknowledged.

Questions topics may include, but are not limited to, requests for clarification regarding the terms, conditions, or requirements of the RFP or its attachments, or any processes described in those documents. If terms included in the Contract are impractical or, for legal or operational reasons, impossible, Vendors are encouraged to submit questions drawing attention to those issues.

****PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS CONTAINING QUESTIONS. ****

The Department requests that Vendors submit questions in the following format:

Question #	Vendor Name	RFP Section	RFP Page #	Question

Questions do not constitute a formal protest of the specification or of the solicitation.

The Department will answer timely submitted questions through an addendum posted on the VIP.

SECTION 4 Proposal Submission

4.1 Proposal Format

To expedite the evaluation process, it is essential that Respondents follow the format and instructions contained herein.

The Department is requesting a combination of physical original and digital copies of Proposals for this RFP. Hard copies and electronic (USB) copies must be divided into volumes containing the information below. The Respondent's Proposal should clearly identify each Volume and Tab, as listed below, with an index tab or other similar type of identification. All pages should be sequentially numbered. Each Proposal should be prepared simply and economically, providing a concise, straightforward delineation of the Respondent's capabilities to satisfy the requirements of this RFP. Respondents are encouraged to focus on completeness and clarity in their Proposals. Elaborate bindings, colored displays, and promotional material are discouraged.

Proposals should include all requested forms and information listed below. Failure to provide all the requested information may result in disqualification of the Proposal or a zero-point score for the relevant evaluation criteria. See Section 5, Proposal Evaluation, for information regarding how the Department will evaluate Responses.

TAB A - General Information (No Points will be awarded for Tab A)

The Respondent must provide:

- 1) A completed and signed **Attachment A – FDACS Acknowledgment Form**. The signed original of this form must be included in the original hard copy of the Proposal package.
- 2) A completed and signed **Attachment B – Conflict of Interest Statement**. The signed original of this form must be included in the original hard copy of the Proposal package.
- 3) A completed, signed, and notarized **Attachment C – Non-Coercion for Labor or Services Affidavit**. The signed and notarized original of this form must be included in the original hard copy of the Proposal package unless the Respondent is a governmental entity.
- 4) The Respondent's Award Preference Documentation (if any). See Section 6.2, Award Preferences, for more information. Failure to provide the documentation requested below will result in the applicable preference not being applied to the Respondent.
 - a. **Certified Business Enterprise:** The Respondent must provide a copy of its certification pursuant to Section 287.09451, F.S., to receive this preference.
 - b. **Drug-Free Workplace Program:** The Respondent should provide a signed **Attachment D – Certification of Drug-Free Workplace Program** to receive this preference. The signed original of this form should be included in the original hard copy of the Proposal package.
 - c. **Certified Veteran Business Enterprise:** The Respondent must provide a copy of its certification pursuant to Section 295.187(5), F.S., to receive this preference.
- 5) A completed and signed **Attachment E – FORM PUR 7801**. The signed original of this form should be included in the original hard copy of the Proposal package. The Respondent must either certify (by checking in the blank next to "Yes") or mark N/A (by checking in the blank next to "N/A") for each certification, as applicable.

Note: If the Respondent's answers indicate the "Common Carrier or Contracted Carrier Attestation Form" is due with its Proposal (because "Yes" is marked for the certification), the Respondent must include the applicable form with its Proposal. The Department reserves the right to, but is not required to, seek clarification from a Respondent to determine whether such form was required if it is not included with the Respondent's Proposal even though the statement was certified (rather than marked "N/A"); if such form was not required, the Department may waive the Respondent's failure to submit the form as a minor irregularity. If the form was required, no such waiver will be permitted, and the Respondent will be deemed non-responsive.

- 6) A completed and signed **Attachment F – Foreign Country of Concern Attestation**. The signed original of this form must be included in the original hard copy of the Proposal package.

TAB B – Budget and Price Proposal (150 Points Maximum)

The Respondent must provide a completed and signed **Exhibit A – Price Sheet**. The Respondent's pricing shall encompass all costs to meet the requirements of this RFP including the scope of work, deliverables and task schedule outlined in Table A. No remuneration is available to the vendor beyond the fixed price for all specifications and considerations in response to this RFP.

Respondent must identify all task activities and submit a corresponding budget detailing costs necessary to accomplish the services requested in this RFP. The cost proposal must combine all activities by the Contractor including travel costs. Travel will not be paid or reimbursed separately. The task activities and budget detail must be submitted in Excel compatible or Excel spreadsheet format.

Costs must be justified in terms of activities and objects of expenditure and must be reasonable (i.e., consistent with current market prices) and necessary to accomplish the work. The budget must evidence that financial resources are adequately and appropriately allocated among cost categories in a cost-effective and prudent business manner to accomplish the work. Services to be purchased from other organizations or subcontractors, including any amounts subcontracted to consultants, and others must be specified.

The Respondent shall provide a fixed unit price per category for the NSLP Administrative Reviews, Targeted Technical Assistance Reviews, and Pre-operational Visits. Separate price sheets shall be submitted for each service type. Price categories must include the minimum number of schools (sites) to review or visit within the SFA, defined below:

- **Small:** 1 – 2 sites
- **Medium:** 3 – 8 sites
- **Large:** 9 or more sites

The number of sites required for review within each SFA shall be reviewed in accordance with 7 CFR 210.18(e). Respondents must ensure that pricing accurately reflects the scope of work associated with each category and complies with all applicable federal and State requirements.

TAB C – Contractor Experience/Program Knowledge/Conducting ARs (75 Points Maximum)

The Respondent's proposal shall provide a clear and detailed narrative describing their past and/or current experience with the National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Care Program (ASCP), Seamless Summer Program (SSO), Special Milk Program (SMP), Fresh Fruit and Vegetable Program (FFVP), and the CACFP for At Risk Supper and Snack (At Risk) programs in schools in relation to program knowledge and conducting ARs.

The narrative should demonstrate the Respondent's capability to perform the required services and include examples of similar work.

TAB D – References (25 Points Maximum)

The Respondent's proposal must include a completed **Attachment G – References**, listing three (3) separate customers for whom similar services were provided within the past five (5) years. References must be current or former clients of the Respondent; confidential clients may not be included. Subcontractor references, proposed personnel references, or personal references from members of the Respondent's organization will not be accepted. **Respondents who fail to provide at least three (3) valid references shall be deemed as non-responsive, and their Proposal shall be rejected as such.**

Past performance with FDACS shall constitute a reference and be used by FDACS to determine the Respondent's ability to perform services like those described in this RFP in a satisfactory manner.

The Procurement Officer will contact each reference within three (3) business days after the public Proposal opening to complete **Attachment H – Reference Check Form**. References must be verifiable within seven (7) business days of the Department's initial verification attempt, excluding weekends and holidays. Any reference unverified within this timeframe will result in a score of zero (0) points for that reference. Respondents are encouraged to notify references in advance to ensure availability. The Department will not accept Reference Check Forms submitted directly by Respondents.

TAB E – Technical Approach and Methodology (75 Points Maximum)

The proposal must clearly demonstrate the Respondent's understanding of the project, describe the tasks to be performed, and identify potential challenges or problems associated with project execution, along with the methods the Respondent will use to identify and resolve such challenges / problems.

The Respondent must clearly, specifically, and comprehensively describe the methodology for carrying out the objectives and requirements of the project as outlined in this RFP.

The proposal must also describe the project design, project activities, materials, and other products, services, and reports to be developed and delivered during the Contract period and relate these to the stated purposes and specifications described in the RFP.

TAB F – Management Plan (50 Points Maximum)

The Respondent must provide satisfactory evidence of its capability to manage and coordinate the activities described in this RFP and to produce the required products and/or services within the timeframes specified. To demonstrate the necessary qualifications to perform the tasks described, the Respondent must include the following information:

- 1) A full description of the Respondent's organizational structure.
- 2) Adequate indication of the Respondent's ability to perform the tasks described in Section 2 of this RFP.
- 3) All required information outlined in Section 2.6 Contractor Minimum Qualifications, of this RFP, to include names of staff member(s) who will direct the overall project throughout the duration of the Contract, as well as those of staff members who will coordinate major activities during

each phase of the Contract, and time allocations that the personnel described therein will devote to fulfillment of the Contract. (An appendix to the proposal must contain resumes of project staff members.) If the resumes include references, the references may be considered in the review. In addition, no individual employees of FDACS can be listed in the proposal as references. If the Respondent plans to use external consultants or subcontractors, Respondent must provide an organization chart indicating how it will use such staff organization and the resumes of such consultants and/or subcontractors.

TAB G – Redacted Proposal (if applicable) (No Points will be awarded for Tab F)

If a Respondent considers any portion of the documents, data, or record submitted in response to this solicitation to be exempted by law from disclosure as a public record, the **Respondent must provide Department with a separate “Redacted Copy” of its Proposal at the time of Proposal submission.**

Any Proposal content submitted to Department which is asserted to be exempted by law from disclosure as a public record shall be clearly marked “exempt,” “confidential,” or “trade secret” (as applicable), with the statutory basis for such claim of exemption specifically identified in writing on each and every such page. Failure to segregate and so clearly identify any such content shall constitute a waiver of any claimed exemption as applied to the portion of the Proposal or other document in which the content is set forth.

IF A RESPONDENT FAILS TO SUBMIT A REDACTED COPY WITH ITS PROPOSAL AS DESCRIBED HEREIN, THE DEPARTMENT IS AUTHORIZED TO PRODUCE THE ENTIRE DOCUMENT(S), DATA, OR RECORDS SUBMITTED BY THE RESPONDENT IN ANSWER TO A PUBLIC RECORDS REQUEST. THE STATE OF FLORIDA DOES NOT CONSIDER PRICE TO BE CONFIDENTIAL.

4.2 Contract Terms and Conditions

A draft Contract is provided as **Exhibit B – Contractual Services Agreement (Draft)**. By submission of a Proposal, the Respondent agrees to the State of Florida contract conditions set forth therein. In the case of conflict between the PUR 1000 General Contract Conditions and the Florida Department of Agriculture and Consumer Services Contractual Service Agreement, the Florida Department of Agriculture and Consumer Services Contractual Service Agreement shall prevail, unless the conflicting term in the PUR form is required by any section of the Florida Statutes, in which case the term contained in PUR1000 shall take precedence.

This document does not need to be returned with your Proposal. **Respondents must not submit additions, objections, or modifications to this draft Contract with their Proposals.**

4.3 Respondent-Generated Terms

The Department objects to and shall not consider any different or additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent’s Proposal. In submitting a Proposal, Respondent agrees that any additional or different terms or conditions, whether submitted by Respondent intentionally or inadvertently, shall have no force and effect and shall be grounds for rejecting a Proposal. Respondent’s failure to agree to comply with the Department’s terms and conditions, including those specifying information that must be submitted with a Proposal, shall be grounds for rejecting a Proposal.

The purchase order or contract issued by the Department as a result of this RFP shall incorporate all terms and conditions identified herein. No oral agreements or representations shall be valid or binding upon the Department or the Respondent unless expressly contained herein or by a written

addendum to this RFP published on the VIP by the Department.

4.4 Cost of Preparation

Neither the Department nor the State of Florida is liable for any costs incurred by a Vendor in response to this RFP.

4.5 Instructions for Proposal Submission

The Department is accepting a combination of an original hard copy and digital copy of Proposals submitted in response to this RFP. Respondents must submit one (1) original hard copy of its Proposal and one (1) original digital copy on a USB drive with all attachments.

If a Respondent is submitting a redacted Proposal, the Respondent must submit one (1) digital copy on a USB drive with all attachments must be submitted in accordance with TAB F – Redacted Proposal.

Note: All digital copies may be submitted on the same USB drive.

- 1) All Proposals must be submitted in a sealed envelope/package with the relevant RFP number clearly marked on the outside of the envelope/package. Department staff will not be held responsible for the inadvertent opening of a Proposal if it is not properly sealed, addressed, or identified.
- 2) Proposals must be delivered to the address listed below by the Sealed Proposals Due date and time listed in the Timeline.

**Florida Department of Agriculture and Consumer Services
Attention: Stephanie Bergozza
407 S. Calhoun Street, SB-8 Mayo Building
Tallahassee, Florida 32399-0800**

Proposals may be delivered by United States Postal Service (USPS) mail, courier (FedEx/UPS), or hand delivered; however, Vendors are cautioned shipment via USPS may not be guaranteed to be received by the Department on the scheduled due date / time. **Electronic (email/fax) submission of Proposals will not be accepted for the RFP.**

- 3) It is the Respondent's responsibility to assure its Proposal is delivered to the proper place and time as stipulated in Section 1.2, Timeline.
- 4) Proposals received late (after the due date and time listed in Section 1.2, Timeline) will not be accepted, nor considered. A Proposal being postmarked or clocked in by FedEx, UPS or U.S. Postal Service does not constitute the Proposal being received in the Purchasing Office, and such evidence will not be accepted by the Department.
- 5) A Respondent will not be permitted to modify its Proposal after submission unless the Department, at its sole discretion, has made a request for additional information.

4.6 Public Records

All documents submitted in response to this RFP shall be considered public record pursuant to Chapter 119, F.S.

4.7 Withdrawal of Proposal

A submitted Proposal may be withdrawn by submitting a written request for its withdrawal to the Department. The withdrawal request must be signed by an authorized representative of the vendor and must be received within 72 hours after the submission date indicated in Section 1.2, Timeline. Any submitted Proposals shall remain valid for 90 days from the submission date.

4.8 Disqualification of Respondents

More than one (1) Proposal from an individual, firm, partnership, corporation, or association, under the same or different names, will not be considered. Reasonable grounds for believing that a Respondent is interested in more than one Proposal for the same work will cause the rejection of all Proposals in which such Respondents are believed to be interested.

If there is reason to believe that collusion exists among the Respondents, any or all Proposals will be rejected. No participants in such collusion will be considered in future solicitations for the same work. Falsifications of any entry made on the Respondents' offer will be deemed a material irregularity and will be grounds for rejection.

4.9 Cooperation with Inspector General

By submission of a Proposal, the Respondent understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, in the event Respondent is awarded the Contract. The Respondent will comply with this duty and ensure that subcontracts issued under the Contract, if any, impose this requirement, in writing, on its subcontractors.

4.10 No Social, Political, or Ideological Interests Considered

In accordance with Section 287.05701, F.S., the Department will not request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible Vendor or give preference to a Vendor based on the Vendor's social, political, or ideological interest.

SECTION 5 Proposal Evaluation

5.1 Public Opening

The Public Opening for this RFP will be conducted at the date, time, and location (available via teleconference) noted in the Timeline. During the Public Opening, Proposals will be physically opened, and the names of Respondents will be announced. Respondents are not required to attend.

5.2 Special Accommodations

Any person with a disability requiring special accommodations at the Public Meeting for Opening of Proposals shall contact the Procurement Officer at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at (800) 955-8771 (TDD) or visit <https://www.ftri.org/relay> for assistance.

5.3 Proposal Administrative Review

Each Respondent shall submit a Proposal that conforms to all mandatory requirements as outlined in this RFP solicitation. A Proposal that does not conform to the requirements, or contains material deviations from the specifications, will be rejected as non-responsive and not reviewed further. Material requirements of this RFP are those without which adequate analysis and comparison of

Proposals is impossible, or those that affect the competitiveness of Proposals. The Department seeks to maximize competition and reserves the right to seek clarification from Respondents to obtain non-material information to complete a responsiveness review. A Respondent's failure to timely provide required information may cause the Respondent to be deemed non-responsive and therefore be disqualified from further consideration.

Non-responsive Proposals may include, but are not limited to, those which:

- fail to utilize, complete, and/or submit the mandatory prescribed forms.
- include terms and conditions contrary to the requirements of this solicitation.
- do not contain authorized signatures.
- are not in conformance with the requirements and instructions of this RFP.

5.4 Evaluation Procedure

Responsive Proposals will be evaluated and scored as provided in the table below.

375 Points Available	
Price Proposal and References (Scored by Procurement Officer)	
Budget and Price Proposal (Tab B)	Up to 150 Points
References (Tab D)	Up to 25 Points
Technical Response (Scored by Evaluators)	
Contractor Experience / Program Knowledge / Conducting ARs (Tab C)	Up to 75 Points
Technical Approach and Methodology (Tab E)	Up to 75 Points
Management Plan (Tab F)	Up to 50 Points

A) Price Response Score (150 Points Possible): The Respondent shall complete **Exhibit A – Price Sheet** for all service types (Administrative Review, Targeted Technical Assistance Review, and Pre-Operational Visit). The Procurement Officer will calculate each Respondent's Price Proposal Score as described below using the Respondent's completed **Exhibit A – Price Sheet**.

- 1) Initial Term Points (75 Points Possible):** The Respondent with the lowest sum of the **Grand Total Price** for all service types for the Initial Term will receive 75 Initial Term Points. Other Respondents' Initial Term Scores will be calculated as follows.

$$\begin{aligned} & (\text{Lowest Respondent's Initial Term Price}) / (\text{Respondent's Initial Term Price}) = Y \\ & Y \times 75 = \text{Total Points} \end{aligned}$$

- 2) Renewal Term Points (75 Points Possible):** The Respondent with the lowest sum of **Grand Total Price** for all service types for the Renewal Term will receive 75 Renewal Term Points. Other Respondents' Renewal Term Scores will be calculated as follows:

$$\begin{aligned} & (\text{Lowest Respondent's Renewal Term}) / (\text{Respondent's Renewal Term}) = Z \\ & Z \times 75 = \text{Renewal Term Points} \end{aligned}$$

- B) Technical Response Score:** The appointed evaluation committee will utilize the point system set forth in **Attachment I – Evaluator Score Sheet**, to individually score responsive Proposals. For each responsive Respondent, the Procurement Officer will average the Respondent's scores from each evaluator to determine the Respondent's Technical Response score.
- C) Total Points:** For each Respondent, the Procurement Officer will add the Respondent's Price Proposal Score and References to the Technical Response Score to determine Respondent's Total Points Awarded. The Procurement Officer will rank Respondent's Proposals based on the Total Points Awarded from the Respondent with the highest Total Points Awarded to the Respondent with the lowest number of Total Points Awarded.

SECTION 6 Award

6.1 Basis of Award

A Contract may be awarded to the responsible and responsive Respondent(s) that the Department determines will provide the most advantageous offer to the State based on Total Points Awarded. The Department intends to award a single Contract under this RFP but reserves the right to make no award.

In the event one or more of the selected Respondents is subsequently unwilling to execute a contract or is found not to be responsible or responsive, the Department, at its discretion, may proceed with the next highest-scored Respondent(s).

An award from this advertisement does not constitute an official purchase order or contract, agreement, or commitment on behalf of the State.

6.2 Award Preferences

If the total awarded points for two or more Respondents is equal, the Department shall determine the order of award in accordance with Sections 287.057(12), 287.087, and 295.187(4), F.S.

6.3 Rejection of Proposals

The Department reserves the right to reject any and all Proposals, when such rejection is in the interest of the State of Florida, and to reject the Proposal of any Respondent who the Department determines is not in a position to perform the contract.

Respondents whose Proposals, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as not being responsible vendors as defined in Section 287.012, F.S. The Department may request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this RFP as deemed necessary during the RFP or after contract award.

6.4 Viewpoint Consideration Prohibited

The Department may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. The Department may not give a preference based upon a vendor's social, political, or ideological interests.

6.5 Protest Procedures

Pursuant to Section 120.57(3), F.S., a Notice of Protest or Formal Written Protest must be filed with the Department's Agency Clerk. Filings may be made physically at:

The Holland Building
600 South Calhoun Street
Tallahassee, Florida 32399

Physical filings received after regular Business Hours (8:00 a.m. to 5:00 p.m., ET) will be deemed filed the next Business Day. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

6.6 Modification after Contract Execution

During the term of the Contract, the Department may require changes (altering, adding to, or deducting from the Specifications) provided such changes are within the general scope of this solicitation.

The Respondent may request an equitable adjustment in the price(s) or delivery date(s) if the change affects the cost or time of performance. Such equitable adjustments require the express written approval of the Department's contract manager or designee and a written contract amendment.

6.7 MyFloridaMarketPlace (MFMP) Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MFMP, a statewide eProcurement system pursuant to Section 287.057(24), F.S. All payments issued by Agencies to registered Vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law.

Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit.

The Department will have grounds for declaring the Vendor in default if the Vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the Vendor to being suspended from business with the State of Florida.

6.8 Vendor Substitute W-9

The Florida Department of Financial Services (DFS) requires all vendors that conduct business with the state to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridacfo.com>. Forms and answers to frequently asked questions are located on that website once a registration has been completed. DFS may assist vendors with questions and may be contacted at (850) 413-5519, or FLW9@myfloridacfo.com.

The awarded Respondent must have a valid W-9 on file with the DFS prior to issuance of a Contract. This may be completed by the Respondent post-award.

ATTACHMENT A FDACS ACKNOWLEDGEMENT FORM

	FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES REQUEST FOR PROPOSALS
Solicitation Number: RFP FNW 26 27 10	Solicitation Title: Child Nutrition Program Administrative Reviews
PROPOSAL DUE: November 2, 2026, by 5:00PM	SUBMIT PROPOSAL TO: Florida Department of Agriculture and Consumer Services Procurement Office Attention: Stephanie Bergozza 407 S. Calhoun Street, SB-8 Mayo Building Tallahassee, Florida 32399-0800
<u>Respondent Name:</u>	
**If a fictitious name is used, include registered name (e.g., XYZ, Inc. DBA ABC):	
<u>Respondent Mailing Address:</u>	Phone Number:
	Toll Free Number:
Email Address:	Fax Number:
FEID Number:	Type of Business Entity (Corporation, LLC, partnership, etc.):
<u>Respondent Contacts:</u> Provide the information requested below for the Respondent's primary contact and, if available, secondary contact. These individuals must be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation.	
PRIMARY CONTACT	SECONDARY CONTACT
Contact Name and Title:	Contact Name and Title:
Address:	Address:
Phone Number:	Phone Number:
Fax Number:	Fax Number:
Email Address:	Email Address:
By signing and submitting this Acknowledgement Form: 1. The Respondent verifies that it has read and complies with all terms and conditions contained in this solicitation and that the product and/or services offered by the Respondent will conform to the specifications of this solicitation without exception. 2. The Respondent certifies that the signature provided by the Respondent below is provided by an authorized representative who can legally bind the Respondent.	
Authorized Signature:	Date of Signature:
Name of Authorized Signer:	Title of Authorized Signer:



WILTON SIMPSON
COMMISSIONER

ATTACHMENT B
Florida Department of Agriculture and Consumer Services
CONFLICT OF INTEREST STATEMENT

I, _____, as an authorized representative of _____
(Respondent), pursuant to Section 287.057(19), Florida Statutes, certify that no member of the
Respondent's organization, nor any person having interest in the Respondent's organization, has done
any of the following:

- 1) Participated in the drafting of this solicitation;
- 2) Received a contract that was not procured pursuant to Section 287.057(1)-(3), Florida Statutes, to
perform a feasibility study concerning the scope of work contained in this solicitation; or
- 3) Developed a program for future implementation concerning the scope of work contained in this
solicitation.

Signature of Authorized Representative

Date

Printed Name

Title

Solicitation Number



WILTON SIMPSON
COMMISSIONER

ATTACHMENT C
Florida Department of Agriculture and Consumer Services
NON-COERCION FOR LABOR OR SERVICES AFFIDAVIT

I, _____, having been duly sworn, hereby affirm:

1. Pursuant to section 787.06(13), F.S. when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, as defined in section 287.138(1), F.S., an officer or a representative of the nongovernmental entity must attest under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in section 787.06, F.S.
2. I am an officer or representative of _____ (nongovernmental entity), a legal entity organized under the laws of the State of _____, with its principal place of business located at _____.
3. Pursuant to section 787.06(13), F.S., I hereby attest, under penalty of perjury, that the nongovernmental entity does not use coercion for labor or services as defined in this section 787.06(2), F.S.
4. I understand that any false statement made in this affidavit may subject me and the nongovernmental entity to legal consequences.
5. I declare that the information provided herein is true and accurate to the best of my knowledge and belief.

Executed this _____ day of _____, 20_____.

Signature

Printed Name

Title Position

Nongovernmental Entity Name

STATE OF _____

COUNTY OF _____

Sworn to or affirmed and signed before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20_____ by _____

☐ who is personally known to me or ☐ who produced _____ as identification.

Notary Public

(Notarial Seal)

Printed Name



WILTON SIMPSON
COMMISSIONER

ATTACHMENT D
Florida Department of Agriculture and Consumer Services
Bureau of General Services
CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

Pursuant to Section 287.087, Florida Statutes, whenever two or more bids, proposals or replies that are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

ATTACHMENT E

**FORM PUR 7801
(08/2024, Rule 60A-1.002, F.A.C.)**

Vendor Certification Form

I hereby certify the following on behalf of the vendor identified below:

<u>Customer Indicator</u> (Required, N/A, Determined by Vendor)	<u>Vendor Indicator</u> Does the Vendor Certify?	<u>Certification</u>
Required	☐ YES	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/
Required	☐ YES ☐ N/A	If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/
Required	☐ YES	The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations. The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.
Required	☐ YES	If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355,

		"Foreign Country of Concern Attestation Form," that is attached to this solicitation.
Required	☐ YES ☐ N/A	If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614 , and attached it hereto.
Required	☐ YES	The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.
Required	☐ YES	The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Required	☐ YES ☐ N/A	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S. (The affidavit referenced herein is attached to this solicitation as ATTACHMENT C – NON-COERCION FOR LABOR OR SERVICES AFFIDAVIT.)

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

Vendor Information**Signatory**

 Name

 Signature

 Date

 FEIN

 Typed or Printed Name

 Title

ATTACHMENT F

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

_____ is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____

Date: _____



WILTON SIMPSON
COMMISSIONER

ATTACHMENT G
Florida Department of Agriculture and Consumer Services
Bureau of General Services
REFERENCES

The Respondent shall submit the below-requested information for three (3) references. For your Proposal to be considered responsive, this form must be completed in its entirety and included in your Proposal package. If the Respondent provides more than the required three (3) references, the Department will only utilize the first three (3) references provided.

1) COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT PERSON NAME: _____

TELEPHONE NUMBER: (____)_____ EMAIL: _____

2) COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT PERSON NAME: _____

TELEPHONE NUMBER: (____)_____ EMAIL: _____

3) COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT PERSON NAME: _____

TELEPHONE NUMBER: (____)_____ EMAIL: _____

WILTON SIMPSON
COMMISSIONER

ATTACHMENT H
 Florida Department of Agriculture and Consumer Services
 Bureau of General Services
REFERENCE CHECK FORM

Respondent Name:	
Reference Contact Name:	
Reference Contact Phone Number:	
Reference Contact Email:	

The following questions will be asked by the Procurement Officer for each reference. Each question is worth a maximum of 5 points. The total raw score for each reference (maximum of 25 points) will be divided by 5 to produce a final score of up to 5 points per reference. With three completed references, the maximum total score available to the Respondent is 15 points.

Questions are rated as follows: Excellent = 5 points, Fair = 3 Points, and Poor = 0 Points.

- 1) Would you use the services of the Respondent again?

Yes (5 Point)

No (0 Points)

- 2) How would you rate the Respondent's overall performance?

Excellent - 5 points

Fair - 3 Points

Poor - 0 Point

- 3) How would you rate the Respondent's customer service?

Excellent - 5 points

Fair - 3 Points

Poor - 0 Point

- 4) How well did the Respondent stay within proposed timelines for service delivery?

Excellent - 5 points

Fair - 3 Points

Poor - 0 Point

- 5) Were issues and problems addressed and resolved in a timely and satisfactory manner?

Excellent - 5 points

Fair - 3 Points

Poor - 0 Point

Total Rated Points: _____ ÷ 5 = Total Maximum Points: _____

**ATTACHMENT J**

Florida Department of Agriculture and Consumer Services
Bureau of General Services
EVALUATOR SCORE SHEET

WILTON SIMPSON
COMMISSIONER

INSTRUCTIONS: Evaluators must score each Respondent being evaluated on a separate score sheet. Criteria have been developed to score the Proposal and are presented on this Evaluator Score Sheet. Scoring should reflect the evaluator's independent evaluation of the Respondent's Proposal based on each criterion and should consider the Respondent's ability to meet each function, characteristic, performance level, or specification described in the solicitation. A Respondent who exceeds the function, characteristic, performance level, or specification described in the solicitation should receive a higher score than a Respondent who merely meets the function, characteristic, performance level, or specification.

Once the evaluator has completed a score sheet for each Proposal, the evaluator should submit the completed score sheets to the Procurement Officer.

RESPONDING COMPANY NAME: _____

EVALUATOR NAME: _____

EVALUATOR SCORE SHEET					
Tab C: Contractor Experience / Program Knowledge / Conducting ARs (75 Points Possible)					
How do you rate the Respondent's qualifications and operational readiness to perform all required services? (25 Points Possible)					
RANKING RANGE	EXCELLENT (25 – 20)	GOOD (19 – 13)	FAIR (12 – 6)	POOR (5 – 0)	SCORE
How well does the Respondent's proposed personnel, organizational chart, and proposed roles and responsibilities (including subcontractors) address the Department's needs for the required services? (25 Points Possible)					
RANKING RANGE	EXCELLENT (25 – 20)	GOOD (19 – 13)	FAIR (12 – 6)	POOR (5 – 0)	SCORE
How do you rate the Respondent's capacity to perform the required services? (25 Points Possible)					
RANKING RANGE	EXCELLENT (25 – 20)	GOOD (19 – 13)	FAIR (12 – 6)	POOR (5 – 0)	SCORE
TAB C SUBTOTAL					
Tab E: Technical Approach and Methodology (75 Points Possible)					
How well does the Respondent's prior relevant experience address the services sought in this RFP?					
RANKING RANGE	EXCELLENT (75 – 61)	GOOD (60 – 46)	FAIR (45 – 31)	POOR (30 – 0)	SCORE
Tab F: Management Plan (50 Points Possible)					
How do you rate the Respondent's implementation and management plan to carrying out the required services sought in this RFP? (75 Points Possible)					
RANKING RANGE	EXCELLENT (50 – 41)	GOOD (40 – 27)	FAIR (26 – 13)	POOR (12 – 0)	SCORE
Total Points Awarded (Sum of Tab C, Tab D, and Tab E)					

**EXHIBIT A
STATE OF FLORIDA
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
PRICE SHEET**

ADMINISTRATIVE REVIEW

To complete the Price Form the Respondent will provide its pricing to conduct each of the tasks listed in the table and as described in the Scope of Work.

Category Description Fixed Unit Price	(A) Category Description Fixed Unit Price	(B) Category Description Fixed Unit Price	(C) Category Description Fixed Unit Price Initial Term
Administrative Review of each small SFA (i.e., SFAs with a minimum of 1- 2 sites to review)	\$ _____	x 100 =	\$ _____
Administrative Review of each medium SFA (i.e., SFAs with a minimum of 3 - 8 sites to review)	\$ _____	x 30 =	\$ _____
Administrative Review of each large SFA (i.e., SFAs with a minimum of 9 sites or above to review)	\$ _____	x 20 =	\$ _____
Grand Total Price (Sum of Column C)			\$ _____

Category Description Fixed Unit Price	Category Description Fixed Unit Price Optional Renewal Year 1	Category Description Fixed Unit Price Optional Renewal Year 2	Category Description Fixed Unit Price Optional Renewal Year 3
Administrative Review of each small SFA (i.e., SFAs with a minimum of 1- 2 sites to review)	\$ _____	\$ _____	\$ _____
Administrative Review of each medium SFA (i.e., SFAs with a minimum of 3 - 8 sites to review)	\$ _____	\$ _____	\$ _____
Administrative Review of each large SFA (i.e., SFAs with a minimum of 9 sites or above to review)	\$ _____	\$ _____	\$ _____

By affixing signature to this PRICE SHEET, vendor acknowledges reading and agrees to accept all terms, provisions and conditions contained in this Request for Proposal.

VENDOR NAME: _____

SIGNATURE (MANUAL): _____

SIGNATURE (PRINTED): _____

**EXHIBIT A
STATE OF FLORIDA
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
PRICE SHEET**

TARGETED TECHNICAL ASSISTANCE REVIEW

To complete the Price Form the Respondent will provide its pricing to conduct each of the tasks listed in the table and as described in the Scope of Work.

Category Description Fixed Unit Price	(A) Category Description Fixed Unit Price	(B) Category Description Fixed Unit Price	(C) Category Description Fixed Unit Price Initial Term
Targeted Technical Assistance Review of each small SFA (i.e., SFAs with a minimum of 1- 2 sites to review)	\$ _____	x 100 =	\$ _____
Targeted Technical Assistance Review of each medium SFA (i.e., SFAs with a minimum of 3 - 8 sites to review)	\$ _____	x 30 =	\$ _____
Targeted Technical Assistance Review of each large SFA (i.e., SFAs with a minimum of 9 sites or above to review)	\$ _____	x 20 =	\$ _____
Grand Total Price (Sum of Column C)			\$ _____

Category Description Fixed Unit Price	Category Description Fixed Unit Price Optional Renewal Year 1	Category Description Fixed Unit Price Optional Renewal Year 2	Category Description Fixed Unit Price Optional Renewal Year 3
Targeted Technical Assistance Review of each small SFA (i.e., SFAs with a minimum of 1- 2 sites to review)	\$ _____	\$ _____	\$ _____
Targeted Technical Assistance Review of each medium SFA (i.e., SFAs with a minimum of 3 - 8 sites to review)	\$ _____	\$ _____	\$ _____
Targeted Technical Assistance Review of each large SFA (i.e., SFAs with a minimum of 9 sites or above to review)	\$ _____	\$ _____	\$ _____

By affixing signature to this PRICE SHEET, vendor acknowledges reading and agrees to accept all terms, provisions and conditions contained in this Request for Proposal.

VENDOR NAME: _____

SIGNATURE (MANUAL): _____

SIGNATURE (PRINTED): _____

**EXHIBIT A
STATE OF FLORIDA
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
PRICE SHEET**

PRE-OPERATIONAL VISIT

To complete the Price Form the Respondent will provide its pricing to conduct each of the tasks listed in the table and as described in the Scope of Work.

Category Description Fixed Unit Price	(A) Category Description Fixed Unit Price	(B) Category Description Fixed Unit Price	(C) Category Description Fixed Unit Price Initial Term
Pre-operational Visit of each small SFA (i.e., SFAs with a minimum of 1- 2 sites to review)	\$ _____	x 100 =	\$ _____
Pre-operational Visit of each medium SFA (i.e., SFAs with a minimum of 3 - 8 sites to review)	\$ _____	x 30 =	\$ _____
Pre-operational Visit of each large SFA (i.e., SFAs with a minimum of 9 sites or above to review)	\$ _____	x 20 =	\$ _____
Grand Total Price (Sum of Column C)			\$ _____

Category Description Fixed Unit Price	Category Description Fixed Unit Price Optional Renewal Year 1	Category Description Fixed Unit Price Optional Renewal Year 2	Category Description Fixed Unit Price Optional Renewal Year 3
Pre-operational Visit of each small SFA (i.e., SFAs with a minimum of 1- 2 sites to review)	\$ _____	\$ _____	\$ _____
Pre-operational Visit of each medium SFA (i.e., SFAs with a minimum of 3 - 8 sites to review)	\$ _____	\$ _____	\$ _____
Pre-operational Visit of each large SFA (i.e., SFAs with a minimum of 9 sites or above to review)	\$ _____	\$ _____	\$ _____

By affixing signature to this PRICE SHEET, vendor acknowledges reading and agrees to accept all terms, provisions and conditions contained in this Request for Proposal.

VENDOR NAME: _____

SIGNATURE (MANUAL): _____

SIGNATURE (PRINTED): _____



WILTON SIMPSON
COMMISSIONER

EXHIBIT B

Florida Department of Agriculture and Consumer Services
Division of Administration

CONTRACTUAL SERVICES AGREEMENT

This Agreement made and entered into by and between the Florida Department of Agriculture and Consumer Services, (Department), and _____, (Contractor), and collectively referred to as the Parties.

ARTICLE 1: TERM

- 1.1 Contract Period. This Agreement shall begin on _____ and shall end on _____. The Department shall not be obligated to pay for costs incurred related to this Agreement prior to its begin date or after its end date.
- 1.2 Extension and Renewal.
- 1.2.1 In accordance with Section 287.057(13), Florida Statutes (F.S.), extension of a contract for contractual services must be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There may be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Contractor.
- 1.2.2 This Agreement may be renewed for a period that may not exceed three (3) years, or the term of the original Agreement, whichever period is longer. Renewal of this Agreement shall be in writing and subject to the same terms and conditions set forth in the initial Agreement and any written amendments signed by the Parties. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Renewal costs may not be charged by the Contractor.
- 1.2.3 Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3)(a) and (c), F.S., may not be renewed.
- 1.2.4 Any amendment, extension, or renewal shall be in writing and signed by both Parties.

ARTICLE 2: SERVICES

- 2.1 Scope of Work. The Contractor agrees to provide the following commodities and/or services:
- 2.2 The designated United Nations Standard Products and Services Code (UNSPSC) for this Agreement is: _____.

- 2.3 Deliverables. The Contractor must provide the quantifiable, measurable, and verifiable units of deliverables, which must be received within the established time frame, and accepted in writing by the contract manager before payment will be made.
- 2.4 Financial Consequences. Failure to meet any Deliverable of this Agreement shall result in financial consequence. The Department shall reduce payment by:
- 2.5 Department Services. The Department agrees to provide the following services:

ARTICLE 3: COMPENSATION & EXPENSES

- 3.1 The Department will pay the Contractor as follows:
- 3.2 The Department may make partial payments to the Contractor upon partial delivery of services when a request for such partial payment is made by the Contractor and approved by the Department.
- 3.3 Travel Expenses. Separate reimbursement for travel is not contemplated under this Agreement; however, if prior written authorization is received from the Department, invoices for any travel expenses must be submitted in accordance with Section 112.061, F.S.
- 3.4 Invoices. All invoices for services shall be submitted to the Department in detail sufficient for a proper pre-audit and post-audit thereof.
 - 3.4.1 Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise
 - 3.4.2 Invoices must include all required reports, forms, and documentation as defined in this Agreement to be accepted by the Department. Invoices determined to be incomplete will be returned to the Contractor within five (5) working days of submission to the Department.
 - 3.4.3 Invoices returned by the Department to the Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- 3.5 Payments: Unless otherwise stated in this Agreement or bid specifications (if applicable), the Department shall pay the Contractor in accordance with Section 215.422, F.S. Payments under this Agreement are further subject to the approval of the State Chief Financial Officer (Department of Financial Services). Interest penalties for late payment are available in accordance with Section 215.422(3)(b), F.S., and subject to the provisions of Section 55.03, F.S.
- 3.6 Transaction Fee. The Contractor shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to Section 287.057(24), F.S., and any rules implementing Section 287.057, F.S.
- 3.7 Dispute Resolution. If a dispute over fees invoiced under this Agreement arises, the Parties shall work to resolve the dispute informally. Should the Parties be unable to resolve the

dispute informally, the Department and Contractor shall participate in mandatory binding arbitration.

- 3.8 Pursuant to Section 215.422(5), F.S., the Department of Financial Services has established a Vendor Ombudsman to act as an advocate for vendors who may be experiencing problems in obtaining timely payments from a state agency and may be contacted at (850) 413-5516.
- 3.9 Contingency. In accordance with Section 287.0582, F.S., the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The Department shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on the Department or the State. The Department agrees to notify the Contractor in writing at the earliest possible time if funds are not appropriated or available.

ARTICLE 4: INTELLECTUAL PROPERTY

- 4.1 Anything by whatsoever designation it may be known, that is produced by or developed in connection with this Agreement, shall become the exclusive property of the Department and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Contractor nor any individual employed under this Agreement shall have any proprietary interest in the product.
- 4.2 With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department.
- 4.3 In the event it is determined as a matter of law that any such work is not a "work for hire," the Contractor shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.
- 4.4 The foregoing shall not apply to any preexisting software, or other work of authorship used by the Contractor to create a deliverable, but which exists as work independent of the deliverable, unless the preexisting software or work was developed by the Contractor pursuant to a previous contract with the Department or a purchase by the Department under a State Term Contract.
- 4.5 The Contractor shall fully indemnify, defend, and hold harmless the Department from any suits, actions, damages and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, the foregoing obligation shall not apply to the Department's misuse or modification of the Contractor's products or Department's operation or use of the Contractor's product in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor at its sole expense shall procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure for the Department the right to continue using the product, the Contractor shall remove the product and refund the

Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.

- 4.6 The Contractor's obligations under the preceding paragraph with respect to any legal action are contingent upon the Department giving the Contractor: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at the Contractor's sole expense; and (3) assistance in defending the action at the Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the Department in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

ARTICLE 5: ACKNOWLEDGMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

- 5.1 The Contractor acknowledges and agrees that any articles that are the subject of, or required to carry out this Agreement, in accordance with Section 287.042, F.S., shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S.; and for purposes of this Agreement the person, firm or other business entity carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 942-3555 and fax number (850) 942-7832.
- 5.2 The Contractor acknowledges and agrees that any articles which are the subject of, or required to carry out this Agreement, in accordance with Section 287.095(3), F.S., shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in Section 946.515(2) and (4), F.S.; and for the purposes of this Agreement, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the Department insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE Enterprises, 223 Morrison Road, Brandon, Florida 33511-4835, telephone number (813) 324-8700.
- 5.3 The Contractor acknowledges and agrees that, pursuant to Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 5.4 The Contractor acknowledges and agrees that, pursuant to Section 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair

- of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- 5.5 The Contractor acknowledges and agrees that, pursuant to Section 287.137(2)(a), F.S., a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.
- 5.6 The Contractor certifies that it and all subcontractors are registered with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor and subcontractor as required by Section 448.095, F.S., and Contractor shall receive and maintain affidavits from subcontractors as required by Section 448.095(5)(b), F.S., for the duration of this Agreement. The Contractor acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the Department has a good faith basis to believe that the Contractor has knowingly violated Section 448.09(1), F.S., such violation shall be cause for unilateral cancellation of this Agreement.
- 5.7 The Contractor shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).
- 5.8 The Contractor understands and shall comply with Section 20.055(5), F.S.
- 5.9 The Contractor represents and certifies that it has reviewed Sections 215.4725, 287.135, F.S., and is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List. The Contractor further represents and certifies that it does not have business operations in Cuba or Syria as proscribed by Section 287.135, F.S. Failure to certify or falsely certifying compliance with Sections 215.4725 and 287.135, F.S., may subject the Contractor to civil penalties, attorney's fees, and other penalties and consequences provided for by law including termination of this Agreement.
- 5.10 If this Agreement involves federal funds, the Contractor represents and certifies that it shall comply with the Federal Acquisition Regulation 52.204-25, prohibition on contracting for certain telecommunications and video surveillance services or equipment pursuant to the National Defense Authorization Act. Failure to comply or if the Contractor knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this Agreement. Subcontractors shall be verified by the Contractor through the General Services Administration (GSA) Federal Excluded Parties List: <https://sam.gov/SAM/>.

ARTICLE 6: PUBLIC RECORDS

- 6.1 To the extent that the Contractor meets the definition of “Contractor” under Section 119.0701, F.S., all documents, including papers, letters, or any other record or materials prepared pursuant to this Agreement are subject to Florida’s Public Records Law. The Contractor must:
- 6.1.1 Keep and maintain public records required by the Department to perform the service.
 - 6.1.2 Upon request from the Department’s custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the Department.
 - 6.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract period and following completion or termination of the contract if the Contractor does not transfer the records to the Department.
 - 6.1.4 Upon completion or termination of the contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion or termination of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department’s custodian of public records, in a format that is compatible with the information technology systems of the Department.
- 6.2 The Department shall have the right of unilateral termination for cause for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from disclosure pursuant to Florida law.
- 6.3 Nothing in this Article shall be considered a waiver of the provisions of Section 119.0701, F.S.

IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV**

ARTICLE 7: TERMINATION

- 7.1 For Convenience. The Department may terminate this Agreement in whole or in part for its convenience by giving at least fifteen (15) days written notice by electronic or registered mail to the Contractor, specifying the effective date of termination.
- 7.2 For Cause. The Department may terminate this Agreement for cause; provided, however, no right of default shall accrue until thirty (30) days after the defaulting party is notified in writing of the reason(s) for termination and has failed to cure or give adequate assurances of performance within the thirty (30) day period after notice of termination. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable or the termination for cause was in error, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Department pursuant to Section 7.1. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- 7.2.1 For cause termination shall be defined as default, breach, or failure of the Contractor to fulfill any of its obligations hereunder.
- 7.2.2 Opportunity to Cure. Prior to the exercise of any remedy provided herein, the Department shall provide thirty (30) calendar days written notice of default and shall provide the Contractor the opportunity to cure such failure or default within that thirty (30) day period. Upon the failure or inability to cure, the Department shall have all rights and remedies provided at law or in equity, including without limitation the following: (i) temporarily withhold cash payments pending correction of the deficiency by the Contractor; (ii) disallow all or part of the cost of the services not in compliance; and/or (iii) wholly or partly suspend or terminate this Agreement.
- 7.3 Obligations of Parties Upon Termination.
- 7.3.1 The Department shall pay and/or reimburse the Contractor for services satisfactorily completed in accordance with the terms and conditions of this Agreement, subject to any damages sustained by the Department. Upon the effective date of termination, the Department shall have no further obligation to make any payments, other than that which became due prior to the effective date of termination or during the notice period.
- 7.3.2 The Contractor shall:
- 7.3.2.1 Stop all work, make no further changes to completed work, and place no further orders related to this Agreement, except that which may be needed to wind-down the contract or may be directed by the Department during the notice period.
- 7.3.2.2 Furnish notice of termination to all immediate subcontractors, suppliers, licensors, or partners that may be affected by this termination.
- 7.3.2.3 Take actions necessary, or that the Department may direct, for the protection and preservation of the work produced under this

Agreement.

7.3.2.4 Return and deliver to the Department its property, data, and inventoried items in the possession of the Contractor and its employees and subcontractors.

7.3.2.5 Disclose, transfer and assign to the Department all the rights, titles, and interests in licenses, copyrighted or patented work, as well as anything whatsoever constituting intellectual property produced within the subject matter and scope of this Agreement.

7.3.2.6 Not be entitled to recover any cancellation charges or lost profits.

7.4 Force Majeure. If either party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the Parties to resume performance under this Agreement.

7.4.1 Upon occurrence of a Force Majeure Event, the nonperforming party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance and its anticipated duration.

7.5 Notwithstanding the above, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any termination, default or breach of this Agreement by the Contractor.

ARTICLE 8: GENERAL PROVISIONS

8.1 Independent Contractor. The Contractor, and any of its employees, agents, or assigns, are not employees or agents of the Department.

8.2 Guarantor. The Contractor shall not pledge the Department's credit or make the Department a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

8.3 Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Department, and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, its agent, employees, partners, or subcontractors, provided, however that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department.

8.3.1 The Contractor's obligations under this paragraph with respect to any legal action are contingent upon the Department giving the Contractor: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at the Contractor's sole expense; and (3) assistance in defending the action at the Contractor's sole expense. The Contractor shall not be liable for

any cost, expense, or compromise incurred or made by the Department in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

- 8.4 Liability. The Department shall not assume any liability for the acts, omissions to act or negligence of the Contractor, its agents and employees, nor shall the Contractor disclaim its own negligence to the Department or any third party.

8.4.1 The Contractor shall maintain, during the Contract Period, liability insurance for the services to be rendered in accordance with industry standards as appropriate and in compliance with Florida law.

- 8.5 Amendments. Any changes must be mutually agreed upon and incorporated in written amendments to this Agreement.

- 8.6 Entire Agreement. The Agreement, including any attachments or exhibits, are hereby incorporated as referenced herein, and shall embody the entire Agreement of the Parties. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject.

- 8.7 Applicable Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Leon County, Florida.

- 8.8 Severability. In the event that any one or more of the provisions of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this Agreement invalid or unenforceable and the remaining provisions shall remain in full force or effect. In the event that any clause or requirement of this Agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this Agreement.

- 8.9 Paragraph Headings. Paragraph headings contained in this Agreement are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this Agreement.

- 8.10 Compliance. The Contractor shall, at its sole cost and expense, comply with all requirements of all municipal, county, state and federal rules and regulations, statutes, and/or ordinances now in force, or which hereafter come into force, pertaining to the duties and obligations arising from this Agreement.

- 8.11 No Subcontracting. The Contractor agrees that all services to be performed hereunder shall be performed solely by the Contractor and may not be subcontracted for or assigned without the prior written consent of Department, which may be withheld by Department for any reason or granted subject to the Contractor's compliance with one or more of the following: (i) the Contractor purchasing, at its sole expense, a payment bond in a form and amount that Department determines to be adequate to protect suppliers of labor and material; or (ii) Department withholding, as retainage, 25% or the highest percent permitted by law,

whichever is less, of all payments made to the Contractor until the Contractor submits evidence satisfactory to Department that all subcontracts and outstanding indebtedness in connection with the services hereunder have been paid for by the Contractor; or (iii) the Contractor disclosing information satisfactory to Department regarding each subcontractor to perform services hereunder, including a description of the subcontractor's organization, ability to provide applicable services, cost to perform applicable services, previous work experience, and relationship to the Contractor. The Contractor shall comply with all laws regarding prompt payment to subcontractors, including Section 287.0585, F.S.

8.12 Survival. The termination of this Agreement, whether by expiration, completion, the exercise of a termination right, or otherwise, will not relieve either Party of any obligation, nor impair the exercise of rights accrued prior to such termination. Without limiting the foregoing, the terms of Sections 4.5, 6.1, 8.3, and 8.8 hereof will survive the termination of this Agreement.

8.13 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

8.14 Enforcement. The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

8.15 Administration of Agreement.

The contract manager for the Department is _____, is located at _____, and is available via email at: _____.

The contract manager for the Contractor is _____, is located at _____, and is available via email at: _____.

Substitution of contract manager or changes in location or email address by either Party after execution of this Agreement shall not require a formal amendment of this Agreement; however, the other contract manager shall be informed in writing within seven (7) business days of the change or substitution.

8.16 Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sent via email to the contract manager and sent by a nationally recognized courier service which provides written proof of delivery (e.g., UPS, Federal Express) or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed, in either event, to the contract manager set forth in Section 8.15.

8.17 Inspection Requirement for Contract for Services. Pursuant to Section 216.1366, F.S., the Department is authorized to inspect the following: (1) financial records, papers, and documents of the Contractor that are directly related to the performance of this Agreement or expenditure of state funds; and (2) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of this Agreement or to ensure that the terms of this Agreement are being met. The Contractor

shall provide such records, papers, and documents requested by the Department within ten (10) business days of request.

ARTICLE 9: STATE FUNDING DISCLOSURE

- 9.1 Reporting Requirements. Pursuant to Section 216.1366(3), F.S., contracts for services with non-profit organizations as defined in Section 215.97(2)(m), F.S., require the Contractor to provide documentation that indicates the amount of state funds: (1) allocated to be used during the full term of the contract for remuneration of any member of the board of directors or an officer of the Contractor, and (2) allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Contractor. The documentation must indicate the amounts and receipts of remuneration.
- 9.2 The Contractor ____ (is or is not) ____ classified as a non-profit organization as defined in Section 215.97(2)(m), F.S.; therefore the Contractor ____ (shall or is not required to) ____ complete and return the [Total Compensation Paid to Non-Profit Personnel Using State Funds form \(FDACS-01324\)](https://forms.fdacs.gov/01324.pdf) located at <https://forms.fdacs.gov/01324.pdf> in accordance with Section 216.1366, F.S., no later than ten (10) business days from execution of this Agreement and with each invoice submission in accordance with Section 3.3.
- 9.3 If the Contractor is subject to the reporting requirements of Section 216.1366, F.S., and maintains a website, the Contractor must post the information required by Section 216.1366(3), F.S., on its website.
- 9.4 Failure to comply with the requirements of Section 216.1336, F.S., may result in termination of the Agreement as prescribed in Section 7.2.

ARTICLE 10: EXECUTIVE COMPENSATION (If applicable)

- 10.1 The Contractor shall complete and return the [Executive Compensation Attestation for Agreements Involving State Funds \(FDACS-01317\)](https://forms.fdacs.gov/01317.pdf) located at <https://forms.fdacs.gov/01317.pdf> no later than ten (10) business from execution of this Agreement. Executive Compensation Attestation is required pursuant to Executive Order 20-44. Governmental entities as defined in Section 287.12(14), F.S., are excluded from the executive compensation reporting.
- 10.2 In the event the Contractor receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, then the Contractor shall provide an annual report to the Department due on or before June 30th. An annual report shall be required for each year that this Agreement remains in existence. The report shall detail the total compensation of the Contractor's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the Contractor's IRS Form 990.
- 10.3 The Contractor understands and agrees that it must provide the Department with written notice detailing any change in executive compensation in the intervening period between annual reports.

- 10.4 The Contractor understands and agrees that failure to comply with any provision of this section constitutes a material breach for which Department may seek termination of this Agreement pursuant to Article 7.

ARTICLE 11: AFFIDAVIT FOR NONGOVERNMENTAL ENTITY

Pursuant to Section 787.06(14), F.S., if the Contractor is a nongovernmental entity, an officer or representative of the Contractor must attest under penalty of perjury that the Contractor does not use coercion for labor or services as defined in Section 787.06, F.S. The [Non-Coercion for Labor or Services Affidavit \(FDACS-01364\)](https://forms.fdacs.gov/01364.pdf) located at <https://forms.fdacs.gov/01364.pdf> or a substantially similar affidavit must be completed and returned to the Department's contract manager no later than ten (10) business days from execution of this Agreement.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above, and in the attachments and exhibits, the Parties have caused to be executed this Agreement by the undersigned duly authorized officials.

APPROVED:

(CONTRACTOR NAME IN ALL CAPS AND BOLDED)

By: _____

Name: _____

Title: _____

Date: _____

APPROVED:

**FLORIDA DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES**

By: _____

Name: _____

Title: _____

Date: _____