

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Request for Proposals (RFP) No: RFP FNW 24 25 129

Title: Management and Implementation of Certified Food Safety Training for School Food Service



**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) issues this Request for Proposals (RFP) to establish a contractual service agreement for the management and implementation of **Certified Food Safety Training for School Food Authorities (SFA)** in maintaining compliance with the United States Department of Agriculture (USDA) "School Nutrition Program Professional Standards" (7 CFR 210.30), which can be viewed at the following link: <https://www.federalregister.gov/documents/2015/03/02/2015-04234/professional-standards-for-state-and-local-school-nutrition-programs-personnel-as-required-by-the>. The specific services being sought under this RFP are set forth herein.

This RFP and all activities leading toward contract issuance are conducted pursuant and subject to Chapter 287, Florida Statute (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.). The Department intends to make a single award or to make no award, as determined to be in the best interest of the State.

1.2 Timeline

All required actions must be completed by the date and time indicated on the Timeline below. This 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) located at: <https://vendor.myfloridamarketplace.com/>. The VIP will be the single resource for all RFP public notices and information in accordance with Rule 60A-1.021, F.A.C.

EVENT	DATE/TIME (ET)	LOCATION
Release of RFP	June 6, 2025	Vendor Information Portal https://vendor.myfloridamarketplace.com/search/bids
Last day for written inquiries to be received by the Department. No questions will be accepted after this date.	June 13, 2025 5:00PM	Florida Department of Agriculture and Consumer Services Email: Bids@FDACS.gov **ALL EMAILS SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL**
Anticipated Posting of Written Responses to Vendor Inquiries	June 20, 2025	Vendor Information Portal https://vendor.myfloridamarketplace.com/search/bids
Sealed Proposals Due	July 8, 2025 5:00PM	Florida Department of Agriculture and Consumer Services 407 S. Calhoun Street, SB-8 Mayo Building Tallahassee, Florida 32399-0800
Public Meeting for Opening of Proposals	July 9, 2025 10:00AM	Teleconference Number: (888) 585-9008 Conference Room Number: 407 639 217
Evaluation Phase (Anticipated)		July 2025
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 Definitions

The following definitions apply to this RFP document:

- 1) **Business day:** 8:00 a.m. to 5:00 p.m., Eastern Time, Monday through Friday, inclusive, except for State holidays specified in Section 110.117, F.S., or State closures designated by the Department.
- 2) **Contract:** An agreement between the Department and a Vendor as a result of this RFP.
- 3) **Vendor:** A Respondent that is awarded and executes a Contract with the Department.
- 4) **Proposal:** A formal submission provided to the Department in response to this RFP.
- 5) **Respondent:** A Vendor that submits a Proposal to the Department in response to this RFP.
- 6) **School Food Authority (SFA):** A governing body which is responsible for the administration of one or more schools and has the legal authority to operate the Program therein or be otherwise approved by Food and Nutrition Service (FNS) to operate the Program. School Food Authorities include public schools, private and charter schools, and Residential Child Care Institutions (RCCI).
- 7) **Vendor Information Portal (VIP):** The self-service portal where vendors can register, receive electronic purchase order information, and receive information on upcoming solicitations.
- 8) **Vendor:** A provider of commodities and/or contractual services, as those terms are defined in Section 287.012, F.S., to the Department.

1.5 Procurement Officer

The Procurement Officer for this RFP is:

Stephanie Bergozza
Florida Department of Agriculture and Consumer Services
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.

1.6 Scope of Work

A Vendor awarded a Contract pursuant to this RFP will perform services as described in Exhibit A, Scope of Work.

The scope of work includes the administration certified food safety training for managers and food handlers, delivering training on-site or web-based, administering training exams post-training, and completing reports for the department.

1.7 Term

The anticipated term of the contract shall be effective upon execution of the resulting Agreement, and shall expire on **June 30, 2028**, unless cancelled earlier in accordance with the terms of the contract.

The initial term of the Contract awarded pursuant to this RFP will be three (3) years. Upon agreement of the Parties, the Contract may be renewed for an additional three (3) years in accordance with Section 287.057(14), F.S. Notwithstanding the term described herein, the Contract may be terminated in accordance with Article 7 of the Contract.

1.8 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.

1.9 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) Exhibit A, Scope of Work,
- 3) RFP, including attachments and exhibits (other than Exhibit A, Scope of Work),
- 4) [PUR 1001, General Instructions to Respondents](#), and
- 5) [PUR 1000, General Contract Conditions](#).

1.10 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.

1.11 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 2 SOLICITATION OF PROPOSALS

2.1 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:

- 85151504 – Food preparation counseling or control services
- 85151505 – Food research services
- 85151604 – Nutrition project evaluation
- 85151705 – Evaluation of food aid nutritional impact
- 86101500 – Agriculture and forestry and other natural resources training services
- 86101504 – Agriculture vocational training services

2.2 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 3 PROPOSAL SUBMISSION

3.1 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 of the requested information may result in disqualification of the Proposal or a zero-point score for the relevant evaluation criteria. See Section 4, Proposal Evaluation, for information regarding how the Department will evaluate Responses.

VOLUME I: GENERAL INFORMATION & PRICING (No Points Awarded for this Section)

TAB A

General Information

The Respondent must provide:

1. A completed and signed **ATTACHMENT D – FDACS ACKNOWLEDGEMENT 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 E – 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 F – 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 5.2, 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 Minority Business Enterprise:** The Respondent must provide a copy of its certification to receive this preference.
 - b. **Drug-Free Workplace Program:** The Respondent should provide a signed

ATTACHMENT G – CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM to receive this preference. The signed original of this form must 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 H – FORM PUR 7801** should be included in the vendor bid response.

Certification and attestation forms marked as required in ATTACHMENT H – FORM PUR 7801, MUST be submitted to the FDACS Contract Manager within 10 business days of the effective date of the purchase order or contract. The Vendor shall submit the completed forms required in the Vendor Certification Form to the FDACS Contract Manager.

- 6. A completed and signed **ATTACHMENT I – 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 Price Response (50 Points Possible)

The Respondent must provide a completed and signed **EXHIBIT B – PRICE SHEET**. The Respondent's pricing shall encompass all services the Respondent is offering to provide in response to this RFP in the format provided by the Department.

VOLUME II: TECHNICAL RESPONSE

TAB A Statement of Qualifications (50 Points Possible)

The Respondent should provide:

- 1. A detailed narrative of the Respondent's qualifications that explains its organization's ability to carry out the required services.
- 2. An organizational chart that identifies the Respondent's personnel who will perform the services, if awarded; their roles and responsibilities; and their background, experience, and further explanation why each person is suitable for their designated role, and the services more generally. Include applicable information regarding trainings, certifications, and licenses held by the identified personnel or sub-vendors.
- 3. A description of the percentage of time the personnel identified by the Respondent will be available to provide the services required under this RFP. Explain how the Respondent will balance its other workload/projects to ensure service will be provided to the Department as required.
- 4. (If applicable) Provide the sub-vendors the Respondent proposes to use (other than those required to be utilized through vendor lists managed by the Florida Department of Environmental Protection) on **ATTACHMENT J – LIST OF SUBVENDORS**. For each sub-vendor proposed, provide a brief narrative of the sub-vendor's proposed roles and responsibilities. Sub-vendors not yet known do not need to be listed. If sub-vendors are not yet known, identify how sub-vendors will be utilized.

The Respondent must have determined, to its own complete satisfaction, that each listed sub-vendor has been successfully engaged in this particular type of business for a reasonable length of time and is qualified both technically and financially to perform the phase of this work listed herein. The Department shall have the right to examine the qualifications of any sub-vendor and to request additional documentation of a sub-vendor's technical and financial qualifications. The Department reserves the right to request proof of any licenses or certifications required of sub-vendors. The Department, in its sole discretion, shall have the right to prohibit the use of any sub-vendor that does not satisfactorily meet the business experience, technical, or financial qualifications necessary to perform the services sought in this RFP.

TAB B

Relevant Experience / Past Performance (50 Points Possible)

The Respondent:

1. Should provide a narrative of the Respondent's prior relevant experience providing services similar to those sought in this RFP. The narrative should reflect the Respondent's ability to perform the services sought in this RFP and provide relevant examples of performing similar services.
2. Shall provide a completed **ATTACHMENT K – REFERENCES**. References should be at least three (3) customers for whom the Respondent has listed from this section of examples of prior relevant experience within the last five (5) years. References must be current or former clients of the Respondent. The Respondent may include the Department as one of the three references. The Department will not accept sub-vendor/proposed personnel or personal references of a member of the Respondent as a substitute for customer references. References should also be included in the Respondent's Relevant Experience / Past Performance narrative. **If the Respondent does not provide the information requested on ATTACHMENT K – REFERENCES for three (3) references, the Respondent will be deemed non-responsive, and its Proposal will not be considered for award**

The Department reserves the right to contact each customer reference to verify the information provided and validate the performance of the Respondent

TAB C

Approach and Methodology (100 Points Possible)

The Respondent should provide a full description of the Respondent's plan for carrying out the services sought in this RFP. Respondents must provide a narrative describing in detail how it will meet or exceed all services listed in the Exhibit A, Scope of Work.

VOLUME III: REDACTED PROPOSAL (if applicable)

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.

3.2 Contract Terms and Conditions

A draft Contract is provided as **ATTACHMENT L - 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.**

3.3 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.

3.4 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.

3.5 Instructions for Proposal Submission

The following submission instructions apply to all Proposals:

- 1) Respondents must submit:

Volume I, Tabs A and B	<ul style="list-style-type: none">• 1 hardcopy original• 1 digital copy on USB drive (individual files for Tab A and B)
Volume II, Tabs A, B, and C	<ul style="list-style-type: none">• 1 hardcopy original• 1 digital copy on USB drive (individual files for Tabs A, B, and C)
Volume III (if applicable)	<ul style="list-style-type: none">• 1 digital copy on USB drive (individual file for Volume III)

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

- 2) 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.
- 3) Proposals must be delivered to the address listed below by the date and time listed in the Timeline.

**Florida Department of Agriculture and Consumer Services
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.

- 4) 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.
- 5) Proposals received late (after the due date and time listed in the 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.
- 6) 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.

3.6 Public Records

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

3.7 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 the Timeline. Any submitted Proposals shall remain valid for 90 days from the submission date.

3.8 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.

3.9 National Defense Authorization Act

By submission of a Proposal, the Respondent hereby represents and warrants 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 Respondent 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 the Department's purchase order or contract. Sub-vendors shall be verified through the General Services Administration (GSA) Federal Excluded Parties List at <https://sam.gov/SAM/>.

3.10 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 sub-vendors.

SECTION 4 PROPOSAL EVALUATION

4.1 Public Opening

The Public Opening for this RFP will be conducted at the date, time, and location (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.

4.2 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.

4.3 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 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:

- 1) fail to utilize, complete, and/or submit the mandatory prescribed forms;
- 2) include terms and conditions contrary to the requirements of this solicitation;
- 3) do not contain authorized signatures; and
- 4) are not in conformance with the requirements and instructions contained herein.

4.4 Evaluation Procedure

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

200 Points Available	
Price Response (Scored by Procurement Officer)	
Price Response (Volume I, Tab B)	Up to 50 Points Available
Technical Response (Scored by Evaluators)	
Statement of Qualifications (Volume II, Tab A)	Up to 50 Points Available
Relevant Experience / Past Performance (Volume II, Tab B)	Up to 50 Points Available
Approach and Methodology (Volume II, Tab C)	Up to 100 Points Available

A. Price Response Score (50 Points Possible)

The Procurement Officer will calculate each Respondent's Price Response Score as described below using the Respondent's completed **EXHIBIT B – PRICE SHEET**.

Initial Term Points (25 Points) + Renewal Term Points (25 Points) = Price Response Score

The Procurement Officer will utilize the Total Average Sum for A. Original Term, and B. Renewal Term to determine the Original and Renewal Term Points.

Original Term Points (25 Points Possible)

The Respondent with the lowest Initial Term Price will receive 25 Initial Term Points. Other Respondents' Initial Term Scores will be calculated as follows:

$$(\text{Lowest Respondent's Total Average Sum}) / (\text{Respondent's Total Average Sum}) = Y$$

$$Y \times 25 = \text{Original Term Points}$$

Renewal Term Points (25 Points Possible)

The Respondent with the lowest Renewal Term Price will receive 25 Renewal Term Points. Other Respondents' Renewal Term Scores will be calculated as follows:

$$(\text{Lowest Respondent's Total Average Sum}) / (\text{Respondent's Total Average Sum}) = Z$$

$$Z \times 25 = \text{Renewal Term Points}$$

B. Statement of Qualifications Score (50 Points Possible)

The appointed evaluation committee will utilize the point system set forth in **ATTACHMENT M, 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 Response Score and Technical Response Scores to determine that Respondent's Total Calculated Price Point Total. Respondent's will be ranked in order from highest to lowest based on the total tabulation of Statement of Qualifications, Relevant Experience, and Fixed Price points.

SECTION 5 AWARD

5.1 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 points awarded. The Department intends to award one (1) Contract under this RFP but reserves the right to make no award at all.

In the event the selected Respondent is subsequently unwilling to execute a contract or is found not to be responsible or responsive, the Department, at its sole discretion, may proceed with the next highest-scored Respondent.

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

5.2 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.

5.3 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 a 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.

5.4 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 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.

5.5 Modification after Contract Execution

During the term of the Contract, the Department may unilaterally 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.

5.6 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.

5.7 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.

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EXHIBIT A – Scope of Work

Objective

The Florida Department of Agriculture and Consumer Services seek to establish a contractual service agreement for the management and implementation of Certified Food Safety Training for School Food Authorities (SFA) in maintaining compliance with the United States Department of Agriculture (USDA) "School Nutrition Program Professional Standards" (7 CFR 210.30).

The scope of work includes the administration of the certified food safety training program development for food managers and food handlers, delivering training on-site or web-based, administering training exams post-training, and completing reports for the department.

1.1. Administration of the Certified Food Safety Training Program

The vendor shall receive, process, schedule, and confirm SFA training requests via email, web contact, or telephone. The contactor shall collect the following information from the SFA:

- 1) School district or county.
- 2) Contact person's name, phone number, and email address.
- 3) Course name, training date, and time.
- 4) Number of attendees, training location, and shipping address.

The contactor shall coordinate scheduling between SFAs and instructors.

1.2. Certified Food Safety Training Requirements

The vendor shall provide an official book or learning materials to each class participant in the respective language (American English, Spanish, and Creole) for the respective course. The vendor is responsible for purchasing, shipping, and if necessary, retrieving unused books. The vendor shall provide a proctor, if required by the course standards. FDACS will allow the use of any food safety training provider approved by the American National Standards Institute (ANSI) and the state of Florida.

- 1) The vendor shall provide all training materials for participants for certified food safety training course, either hard copy or electronic, as the training course requires.
- 2) The vendor shall administer a pre-test prior to the start of the course.
- 3) The vendor shall provide participants with a course review prior to exam and multiple opportunities to test if the participant's exam score is less than 70%.
- 4) Immediately following the administration of the course, the Vendor shall administer to course participants a course evaluation, collect the results, and send them to FDACS as part of the monthly report referenced in Section 1.3 below.
- 5) A minimum of five (5) participants is required for certified food safety training courses.
- 6) The certified food safety course maximum number of participants shall meet the guidelines required by the certifying agency.
- 7) The vendor shall not be responsible for providing meeting spaces for any training.

- 8) The training locations and accommodations shall be provided by the SFAs.

1.3. Reporting

- A. The vendor shall provide monthly reports to the Department by the 20th day of the month following service delivery. Reports shall include the number of courses taught, name of the SFA receiving the training, the name of the instructor who taught the course, written description summarizing results of pre- and post-tests, and instructors' evaluation scores for each course in Microsoft Excel format. All sign-in sheets, participant's pre- and post-tests shall be submitted as scanned Microsoft Word or PDF documents. Participant's pre- and post- tests, instructor evaluations, and sign-in sheets shall be submitted with the monthly report in accordance with **ATTACHMENT A, REQUIRED MONTHLY REPORTS**.
- B. If any instructor's evaluation is below a 75% satisfaction rate in two (2) or more consecutive offerings of a training course, the vendor will notify the Department within seven (7) calendar days of the name of the instructor and the affected course(s). The vendor shall submit recommendations for corrective action to the Department for approval for each instructor and affected training course(s) within 14 calendar days. The Department will review and approve recommendations within seven (7) calendar days of submission. Any approved recommendations must be implemented within 30 calendar days from receipt of approval by the Department.
- C. If a complaint is received regarding an instructor, the vendor will notify the Department within one (1) business day of the complaint. The Department will review and provide feedback within five (5) days. The Department reserves the right to deny the subcontracting of any instructor to this Contract if a complaint is found to be egregious or in which the instructor has displayed behavior unbecoming of a representative of the Department.
- D. The vendor shall provide a training dashboard for state agency access to monitor training usage and progress, and exam results for each staff under the sponsorship and/or school district.

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EXHIBIT B – PRICE SHEET

DESCRIPTION	INITIAL CONTRACT TERM FEES	RENEWAL CONTRACT TERM FEES
Monthly administration cost for the training program	\$ _____	\$ _____
Cost for training - Certified food safety trainings for managers in English and Spanish (minimum of 5 participants)	\$ _____ per training	\$ _____ per training
Cost for training – Food handler trainings for staff in English and Spanish (minimum of 5 participants)	\$ _____ per training	\$ _____ per training
	\$ _____ (INITIAL TERM PRICE)	\$ _____ (RENEWAL TERM PRICE)

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): _____

ATTACHMENT A

STATE OF FLORIDA
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
DIVISION OF FOOD, NUTRITION AND WELLNESS

REQUIRED MONTHLY REPORTS

Presented below are the reports, preferably in an electronic format such as Microsoft Excel, which will be submitted to the Department along with the monthly invoice. These reports will provide information on course participation and effectiveness which will be analyzed for future training development.

Monthly Course Participation Report

The monthly course participation report will include the following data points and be submitted every month along with the vendor's invoice.

- Name of course and which School Food Authority (SFA) requested it.
- Number of expected attendees and number of attendees in attendance.
- Name of instructor who conducted the training.

Instructor Evaluation Report

The instructor evaluation report will include the following data points and be submitted every month along with the vendor's invoice.

- Date of training and SFA that requested the training.
- The name of the instructor and the title of the training given.
- Results of the instructor evaluation.

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ATTACHMENT B

STATE OF FLORIDA

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES USDA PROFESSIONAL STANDARDS LEARNING OBJECTIVE

The USDA has developed learning objectives for each topic of the four areas of focus: Nutrition, Operations, Administration, and Communications/Marketing. All Food, Nutrition, and Wellness (FNW) training courses must meet at least one of the learning objectives listed on the following pages.

2000 - Operations Objective

2600 - FOOD SAFETY AND HAZARD ANALYSIS CRITICAL CONTROL POINT(HACCP) TRAINING

Course attendee will be able to effectively utilize all food safety program guidelines and health department regulations to ensure optimal food safety.

2610 Practice a HACCP-based program.

2620 Practice general food safety procedures.

2630 Practice federal, state, and local food safety regulations and guidance.

2640 Promote a culture of food safety behaviors in the school community.

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ATTACHMENT C

STATE OF FLORIDA

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

EXAMPLE OF
DIVISION OF FOOD, NUTRITION AND WELLNESS
TRAINING COURSE OFFERINGS

Food Safety Courses

- **Food Manager Certification Training**

In-person or web-based; 8 hours

Food Manager Certification Program is an ANSI- accredited, complete solution that delivers consistent food safety training to employees. Trainees will learn basic food safety practices for preparing and serving food. This is an in-person or web-based course that covers five key areas:

- Basic Food Safety
- Personal Hygiene
- Cross-contamination and Allergens
- Time and Temperature
- Cleaning and Sanitation

Audience: All school nutrition professionals.

- **Food Handlers Training**

In-person or web-based; 4 hours

The course identifies the necessary good practice, including legal requirements, that must be applied to the storage and cooking of food, as well as the basic principles of good practice needed to keep food areas/kitchens clean and safe.

Audience: All school nutrition professionals.

ATTACHMENT D

FDACS ACKNOWLEDGEMENT FORM

	FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES REQUEST FOR PROPOSALS
Solicitation Number: RFP FNW 24 25 129	Solicitation Title: Management and Implementation of Certified Food Safety Training for School Food Service
PROPOSAL DUE: July 8, 2025, by 5:00PM	SUBMIT PROPOSAL TO: Florida Department of Agriculture and Consumer Services Procurement Office 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	
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 E

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

Management and Implementation of Certified Food Safety for
School Food Service

Title

RFP FNW 24 25 129

Solicitation Number

ATTACHMENT F

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



ATTACHMENT G

Florida Department of Agriculture and Consumer Services
Bureau of General Services

CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

WILTON SIMPSON
COMMISSIONER

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 H

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

VENDOR CERTIFICATION

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

<u>Customer Indicator</u>	<u>Vendor Indicator</u>	<u>Certification</u>
(Required, N/A, Determined by Vendor)	Does the Vendor Certify?	
Required	<input type="checkbox"/> YES	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., by checking "Yes," the vendor certifies that it 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	<input type="checkbox"/> YES <input type="checkbox"/> 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., by checking "Yes," the vendor certifies that it 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	<input type="checkbox"/> YES	<p>By checking "Yes," the vendor certifies that it is not on the Suspended Vendor List; and the vendor and its suppliers, subvendors, 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.</p> <p>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 vendor, supplier, subvendor, 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</p>

		it is placed on the Suspended Vendor List of the Department of Management Services.
Required	<input type="checkbox"/> YES <input type="checkbox"/> 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 by checking "Yes," certifies that it will complete the Department of Management Services' Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form." By checking "N/A," the vendor certifies it is not a common carrier as defined in section 908.111, F.S. Vendors may access the Department of Management Services Form PUR 1808 at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614 .
Required	<input type="checkbox"/> YES	By checking "Yes," the vendor certifies that it 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, vendor, or sub-vendor, as defined by section 448.095(1), F.S.
Required	<input type="checkbox"/> YES	By checking "Yes," the vendor certifies that it 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	<input type="checkbox"/> YES <input type="checkbox"/> N/A	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor will complete 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. An example Affidavit is available at https://forms.fdacs.gov/01364.pdf .

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

Name	Signature	Date
FEIN	Typed or Printed Name	
	Title	

ATTACHMENT I

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: _____



ATTACHMENT J

Florida Department of Agriculture and Consumer Services

WILTON SIMPSON
COMMISSIONER

LIST OF SUBVENDORS

Listed below are the names, addresses and telephone numbers of any/all sub-vendors that will perform work related to the scope of work.

NAME: _____

MAILING ADDRESS: _____

CITY: _____, STATE: _____ ZIP: _____

TELEPHONE NUMBER: (_____) _____

NAME: _____

MAILING ADDRESS: _____

CITY: _____, STATE: _____ ZIP: _____

TELEPHONE NUMBER: (_____) _____

NAME: _____

MAILING ADDRESS: _____

CITY: _____, STATE: _____ ZIP: _____

TELEPHONE NUMBER: (_____) _____

NAME: _____

MAILING ADDRESS: _____

CITY: _____, STATE: _____ ZIP: _____

TELEPHONE NUMBER: (_____) _____



WILTON SIMPSON
COMMISSIONER

ATTACHMENT K

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: _____

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WILTON SIMPSON
COMMISSIONER

ATTACHMENT L

Florida Department of Agriculture and Consumer Services
Bureau of General Services

EVALUATOR SCORE SHEET

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. Except where otherwise indicated on the score sheet, a score should be assigned to each criterion as follows:

Assessment	Maximum Points			
	10	15	25	50
Excellent	9-10	13-15	21-25	40-50
Good	7-8	10-12	16-20	29-39
Adequate	5-6	7-9	11-15	19-28
Poor	3-4	4-6	6-10	9-18
Unacceptable	0-2	0-3	0-5	0-8

Scoring should reflect the evaluator's independent evaluation of the Respondent's Proposal based on each criterion and should take into account 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.

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Respondent Name: _____

Evaluator Name: _____

Evaluator Signature: _____

EVALUATOR SCORE SHEET		
Criteria for Evaluation	Maximum Points	Points Received
Volume II, Tab A: Statement of Qualifications (50 Points Possible)		
How do you rate the Respondent's ability to carry out the required services?	15	
How well does the Respondent's proposed personnel, organizational chart, and proposed roles and responsibilities (including sub-vendors) address the Department's needs for the required services?	10	
How do you rate the Respondent's capacity to perform the required services?	25	
Volume II, Tab B: Relevant Experience / Past Performance (50 Points Possible)		
How well does the Respondent's prior relevant experience address the services sought in this RFP?	50	
Volume II, Tab C: Approach and Methodology (100 Points Possible)		
How do you rate the Respondent's approach to carrying out the services sought in this RFP?	50	
How do you rate the Respondent's implementation plan?	50	
TOTAL POINTS AWARDED BY EVALUATOR (150 points possible)		



WILTON SIMPSON
COMMISSIONER

ATTACHMENT N

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, the DEPARTMENT, and _____, the CONTRACTOR.

ARTICLE 1: TERM

- 1.1 Contract Period. This Agreement shall become effective _____ and shall end on _____. Department shall not be obligated to pay for costs incurred related to this Contract prior to its beginning date or after its ending date.
- 1.2 Extension and Renewal.
 - 1.2.1 Extension of a contract for contractual services shall 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 shall 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 Contracts for commodities or contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. 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. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3)(a) and (c), Florida Statutes (F.S.), may not be renewed.
 - 1.2.3 An Amendment, Extension, or Renewal shall be in writing signed by both Parties.

ARTICLE 2: SERVICES

- 2.1 Scope of Work. The Contractor agrees to provide the following commodities and/or services:
(Detailed scope or summarize as defined in Exhibit A.) _____

- 2.2 The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: _____.

- 2.3 **Deliverables**. The Contractor must provide the quantifiable, measurable, and verifiable units of deliverables, as described in Exhibit A, which must be received and accepted in writing by the contract manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.
- 2.4 **Financial Consequences**. Failure to meet the deliverables of this Agreement shall result in a financial consequence as described in Exhibit A. The Contractor shall perform all deliverables within the time frame established in this Agreement. The Department shall reduce payment as described in Exhibit A.
- 2.5 **Department Services**. The Department agrees to provide the following services as described in Exhibit A.

ARTICLE 3: COMPENSATION & EXPENSES

- 3.1 The Department will pay the Contractor as follows:

- 3.1.1 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.
- 3.2 **Travel Expenses**. Separate reimbursement for travel is not contemplated under this Agreement; however, if prior authorization is received from the Department in writing, invoices for any travel expenses must be submitted in accordance with Section 112.061, F.S.
- 3.3 **Invoices**. Bills for services shall be submitted to the Department in detail sufficient for a proper pre-audit and post-audit thereof.
 - 3.3.1 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. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the date the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.
 - 3.3.2 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.
 - 3.3.3 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.

3.4 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.

3.5 Dispute Resolution. If a dispute over fees invoiced under this Agreement arises, the parties shall work to resolve the dispute informally at first. Should the parties be unable to resolve the dispute informally, the Department and Contractor shall participate in mandatory binding arbitration.

3.5.1 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. The Vendor Ombudsman may be reached at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

3.6 Contingency. In accordance with Section 287.0582, F.S., the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Payments under this Agreement are further subject to the approval of the State Chief Financial Officer (Department of Financial Services). 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 contract 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 contract 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 intellecton 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 contract the person, firm or other business entity carrying out the provisions of this contract 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 contract, 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 avers that it is registered in the E-Verify system and shall comply with the applicable E-Verify requirements of Section 448.095(2), F.S., during the term of this Agreement, including receiving and maintaining required affidavits from subcontractors, and any such violation shall be grounds for immediate, unilateral termination 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 Contractor knowingly employs unauthorized aliens, 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 shall comply with Section 20.055, F.S.
- 5.9 The Contractor represents and warrants 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 warrants 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 warrants 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 cancellation 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 s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

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 for 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 said 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 contract.
- 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 outlined herein, 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 any and 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 and/or inventoried items in the possession of the Contractor and/or its employees or 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 independent contractors and are not employees or agents of the Department.
 - 8.1.1 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.
- 8.2 **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.
 - 8.2.1 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.

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

8.3.1 The Contractor shall maintain, during the period of this Agreement, liability insurance for the services to be rendered in accordance with industry standards as appropriate and in compliance with Florida law.

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

8.5 **Entire Agreement.** The Agreement, including any attachments or exhibits thereto, embodies the entire Agreement of the parties. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject.

8.6 **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Florida with venue in Leon County, Florida.

8.7 **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 hereof 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.

8.8 **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.

8.9 **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.

8.10 **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; (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; and (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.

- 8.11 **Survival.** The termination of this Agreement (whether by expiry, completion, the exercise of a termination right hereunder, or otherwise) will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination. Without limiting the foregoing, the terms of Sections 4.5, 6.1, 8.2, and 8.9 hereof will survive the termination of this Agreement.
- 8.12 **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.
- 8.13 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.

8.14 **Administration of Agreement.**

The contract manager for the Department is _____ and is located at _____.

The contract manager for the Contractor is _____ and is located at _____.

Substitution of a contract manager by any 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 substitution.

- 8.15 **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 8.14.
- 8.16 **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 after the request is made.

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 \(FDACS-01324\)](#) 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 \(FDACS-01317\)](#) 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 Department of written notice detail 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 of this Agreement.
- 10.5 Absent written extension of the deadline to provide the annual report, failure by the Contractor to provide the annual report by the due date may result in termination of this Agreement in accordance with Article 7.

ARTICLE 11: AFFIDAVIT FOR NONGOVERNMENTAL ENTITY

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 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. The [Non-Coercion for Labor or Services Affidavit \(FDACS-01364\)](#) located at <https://forms.fdacs.gov/01364.pdf> or a substantially similar affidavit must be completed and returned to the Department no later than ten (10) business days of the contract being executed, renewed, or extended. Email the completed affidavit to the Department's contract manager and reference the contract number in the subject line.

***** *Remainder of Page Left Intentionally Blank* *****

DRAFT

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

FLORIDA DEPARTMENT OF
AGRICULTURE AND CONSUMER
SERVICES

[INSERT NAME]

Signature

Director of Administration

Title

Date

Signature

Title

Date

Management and Implementation of Certified Food Safety Training for School Food Service Vendor Checklist

For your convenience, we offer the following checklist of documentation that must be submitted by the response deadline listed in the RFP. Vendors that fail to provide all of the required documentation requested within this checklist may lead to rejection of the submission for non-responsiveness.

Attachment and Description	
Attachment A – Required Monthly Reports	
Attachment B – USDA Professional Standards Learning Objective	
Attachment C – Training Course Offerings	
Attachment D – FDACS Acknowledgement Form	
Attachment E – Conflict of Interest Statement	
Attachment F – Non-Coercion for Labor or Services Affidavit	
Attachment G – Certification of Drug-Free Workplace Program	
Attachment H – FORM PUR 7801	
Attachment I – Foreign Country of Concern	
Attachment J – List of Sub-vendors	
Attachment K - References	
Attachment L – Contractual Services Agreement	
Respondent's Proposal (see Section 3, Proposal Submission)	
Exhibit A – Scope of Work	
Exhibit B – Price Sheet	