

Request for Proposals (RFP) No: RFP FNW 26 27 13

Solicitation Title: Continuing Education Training for School Food Authorities



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

Bids@FDACS.gov

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

SECTION 1 Introduction

1.1 Statement of Purpose

The Florida Department of Agriculture and Consumer Services (FDACS or Department), Division of Food, Nutrition, and Wellness, issues this Request for Proposals (RFP) to establish a contractual services agreement for the management and implementation of continuing education training. This training will support School Food Authorities (SFAs) in maintaining compliance with the United States Department of Agriculture (USDA) "School Nutrition Program Professional Standards" (7 CFR 210.30).

This RFP and all activities leading toward contract issuance are conducted pursuant and subject to Chapter 287, F.S., and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.). The Department intends to award a contract to the Respondent whose Proposal is determined, in writing, to be the most advantageous to the State. Alternatively, the Department reserves the right, at its sole discretion, to make no award.

This solicitation will be administered through the Vendor Information Portal (VIP) located at: <https://vendor.myfloridamarketplace.com/>. The Department shall utilize the VIP as the centralized procurement website for electronic posting for agency solicitations, decisions and intended decisions in accordance with Rule 60A-1.021, F.A.C.

1.2 Timeline

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

EVENT	DATE/TIME (ET)	LOCATION
Release of RFP	June 9, 2026	Vendor Information Portal https://vendor.myfloridamarketplace.com/search/bids
Last day for Vendors to Submit Questions. No questions will be accepted after this date.	June 15, 2026 5:00PM	Florida Department of Agriculture and Consumer Services Email: Bids@FDACS.gov
Anticipated Posting of Written Responses to Vendor Questions	June 17, 2026	Vendor Information Portal https://vendor.myfloridamarketplace.com/search/bids
Sealed Proposals Due	July 1, 2026 5:00PM	Florida Department of Agriculture and Consumer Services Mayo Building - Purchasing Office 407 S. Calhoun Street, SB-8 Tallahassee, Florida 32399-0800 Teleconference Number: (877) 273-4202 Conference Room Number: 585 608 901
Public Opening	July 2, 2026 9:30AM	
Evaluation Phase (Anticipated)	July 2 – 7, 2026	
Notice of Agency Decision / Intent to Award (Anticipated)	TBD	Vendor Information Portal https://vendor.myfloridamarketplace.com/search/bids

1.3 Addenda to the RFP

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

1.4 Procurement Officer

The Procurement Officer for this RFP is:

Stephanie Bergozza, Purchasing Director
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.

1.5 Initial Contract Term and Renewal

The initial term of the Contract awarded pursuant to this RFP will be for one (1) year, effective upon execution. Upon the mutual written agreement of both Parties, the Contract may be renewed in one-year increments for up to three (3) additional years following the initial term, at the same terms and conditions, in accordance with Section 287.057(14), F.S.

For each renewal term, and upon mutual written agreement of both Parties, the Department will apply a three percent (3%) price increase to the Contract. This increase shall apply only to renewal periods and shall be calculated based on the pricing in effect during the immediately preceding contract term.

1.6 General Instructions and Special Instruction

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.

1.7 Conflicts and Order(s) of Precedence

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

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

1.8 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.

SECTION 2 Technical Specifications

2.1 Background

The Department administers most of the USDA Food and Nutrition Service (FNS) Child Nutrition Programs (CNP) within the State of Florida. These programs include the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program, Afterschool Snack Program, Summer Food Service Program, Seamless Summer Option Program, and Fresh Fruit and Vegetable Program. **Exhibit A, Scope of Work**, provides definitions to the terms in this RFP.

In Florida, the NSLP is operated in 425 SFAs at 4,071 individual site locations across the state. Of the 425 Florida SFAs, 67 are county school districts, and the remaining 355 SFA are a mixture of Private Non-Profits (PNP), Charter Schools, and Residential Child Care Institutions (RCCI).

Providing training to Florida’s SFAs requires program development and implementation, including the development of course materials, offering, providing, and maintaining a catalog of available courses, scheduling and providing on-site statewide and virtual instructor-led training for SFAs with built-in assessments, maintaining an on-demand learning management system (LMS) of available courses for SFAs to access 24/7, collecting attendance data by SFA, course tracking by user, issuance of certificates of completion, administering instructor and course evaluations and collecting the data associated therewith, and data reporting. The Department seeks a highly qualified vendor to provide a comprehensive on-site and virtual continuing education training program on behalf of the Division of Food, Nutrition and Wellness to assist SFAs maintain compliance with USDA’s Professional Standards for School Nutrition Professionals (7 CFR 210.30). All training will be scheduled on an as needed basis. The SFA will request and coordinate training with the Vendor.

2.2 Scope of Work

The Respondent awarded a Contract pursuant to this RFP will perform services sought in this RFP including **Exhibit A, Scope of Work**. The scope of work includes for the management and implementation of continuing education training. This training will support School Food Authorities

(SFAs) in maintaining compliance with the United States Department of Agriculture (USDA) "School Nutrition Program Professional Standards" (7 CFR 210.30).

SECTION 3 Solicitation of Proposals

3.1 MyFloridaMarketPlace (MFMP) Registration

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

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

- 80111501 Management development
- 80111500 Human resource development
- 86132000 Management education and training services
- 86132101 Training facilitation service
- 86132201 Training workshop service

3.2 Question-and-Answer Period

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

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

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

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

Question #	Vendor Name	RFP Section	RFP Page #	Question

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

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

SECTION 4 Proposal Submission

4.1 Proposal Format

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

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

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

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

- 1) The Respondent must provide a completed and signed **Attachment A, FDACS Acknowledgment Form**. The signed original of this form must be included in the original hard copy of the Proposal package.
- 2) The Respondent must provide a completed and signed **Attachment B, Conflict of Interest Statement**. The signed original of this form must be included in the original hard copy of the Proposal package.
- 3) The Respondent must provide a completed, signed, and notarized **Attachment C, Non-Coercion for Labor or Services Affidavit**. The signed and notarized original of this form must be included in the original hard copy of the Proposal package unless the Respondent is a governmental entity.
- 4) The Respondent's Award Preference Documentation (if any). See Section 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 Business Enterprise:** The Respondent must provide a copy of its certification pursuant to Section 287.09451, F.S., to receive this preference.
 - b. **Drug-Free Workplace Program:** The Respondent should provide a signed **Attachment D, Certification of Drug-Free Workplace Program** to receive this preference. The signed original of this form should be included in the original hard copy of the Proposal package.
 - c. **Certified Veteran Business Enterprise:** The Respondent must provide a copy of its certification pursuant to Section 295.187(5), F.S., to receive this preference.

- 5) The Respondent must provide a completed and signed **Attachment E, FORM PUR 7801**. The signed original of this form should be included in the original hard copy of the Proposal package. The Respondent must either certify (by checking in the blank next to “Yes”) or mark N/A (by checking in the blank next to “N/A”) for each certification, as applicable.

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

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

TAB B: Price Proposal (25 Points Maximum)

The Respondent must provide a completed and signed **Exhibit B, Price Proposal Sheet**. The Respondent’s pricing shall encompass all costs to meet the requirements of this RFP including **Exhibit A, Scope of Work**.

TAB C: Statement of Qualifications (50 Points Maximum)

- 1) The Respondent should provide a detailed narrative of the Respondent’s qualifications that explains its organization’s ability to carry out the required services.
- 2) The Respondent should provide 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 of what makes each person suitable for their designated role. Include applicable information regarding education, training, certification, and license held by the identified personnel or subcontractors.
- 3) The Respondent should provide 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) To ensure that only qualified and competent subcontractors are employed for the management and implementation of continuing education training to support School Food Authorities (SFAs) services, the Respondent shall submit to the Department a list of all subcontractors who will perform work under the resulting Contract. The Respondent shall determine, to its complete satisfaction, that each listed subcontractor has been successfully engaged in the relevant business or industry for a reasonable period and is technically and financially qualified to perform the required services. Any subcontractor not approved by the Department is prohibited from performing any work related to the services sought in this RFP. The Department reserves the right to examine the qualifications of any subcontractor and to request additional documentation.

Any subcontractors proposed after Contract execution must be submitted in writing to the Department for approval. No work may commence by a proposed subcontractor until the Department has issued written approval. The Department retains the right, at its sole discretion, to prohibit the use of any subcontractor that does not satisfactorily meet the necessary business experience, technical qualifications, or financial capacity required to perform the work. The Respondent should provide a completed and signed **Attachment G, List of Subcontractors**. If the Respondent intends to utilize any subcontractors, then the signed original of this form shall be included in the original hard copy of the Proposal package.

TAB D: Past Performance (25 Points Maximum)

The Respondent shall provide a narrative describing its relevant experience in performing services like those sought in this RFP. The narrative should demonstrate the Respondent's capability to perform the required services and include examples of similar work.

TAB E: References (15 Points Maximum)

The Respondent's proposal must include a completed **Attachment H, References**, listing three (3) separate customers for whom similar services were provided within the past five (5) years. References must be current or former clients of the Respondent; confidential clients may not be included. Subcontractor references, proposed personnel references, or personal references from members of the Respondent's organization will not be accepted.

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

TAB F: Approach and Methodology (75 Points Maximum)

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 the requirements of this RFP including **Exhibit A, Scope of Work**.

TAB G: Redacted Proposal (if applicable) (No Points will be awarded for TAB G)

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 page. Failure to segregate and so clearly identify any such content shall constitute a waiver of any claimed exemption as applied to the portion of the Proposal or other document in which the content is set forth.

IF A RESPONDENT FAILS TO SUBMIT A REDACTED COPY WITH ITS PROPOSAL AS DESCRIBED HEREIN, THE DEPARTMENT IS AUTHORIZED TO PRODUCE THE ENTIRE

DOCUMENT(S), DATA, OR RECORDS SUBMITTED BY THE RESPONDENT IN ANSWER TO A PUBLIC RECORDS REQUEST. THE STATE OF FLORIDA DOES NOT CONSIDER PRICE TO BE CONFIDENTIAL.

4.2 Contract Terms and Conditions

A draft Contract is provided as **Exhibit G, Contractual Services Agreement (DRAFT)**. By submission of a Proposal, the Respondent agrees to the State of Florida contract conditions set forth therein. In the case of conflict between the PUR 1000 General Contract Conditions and the Florida Department of Agriculture and Consumer Services Contractual Service Agreement, the Florida Department of Agriculture and Consumer Services Contractual Service Agreement shall prevail, unless the conflicting term in the PUR form is required by any section of the Florida Statutes, in which case the term contained in PUR1000 shall take precedence. This document does not need to be returned with your Proposal. **Respondents must not submit additions, objections, or modifications to this draft Contract with their Proposals.**

4.3 Respondent-Generated Terms

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

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

4.4 Cost of Preparation

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

4.5 Instructions for Proposal Submission

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

If a Respondent is submitting a redacted Proposal, the Respondent must submit one (1) digital copy on a USB drive with all attachments must be submitted in accordance with TAB G: Redacted Proposal. **Note: All digital copies may be submitted on the same USB drive.**

- 1) All Proposals must be submitted in a sealed envelope/package with the relevant RFP number clearly marked on the outside of the envelope/package. Department staff will not be held responsible for the inadvertent opening of a Proposal if it is not properly sealed, addressed, or identified.

- 2) **Proposals must be delivered to the address listed below by the Sealed Proposals Due date and time listed in Section 1.2, Timeline.**

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

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

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

4.6 Public Records

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

4.7 Withdrawal of Proposal

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

4.8 Disqualification of Respondents

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

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

4.9 Cooperation with Inspector General

By submission of a Proposal, the Respondent understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, in the event Respondent is awarded the Contract. The Respondent will comply with this

duty and ensure that subcontracts issued under the Contract, if any, impose this requirement, in writing, on its subcontractors.

4.10 No Social, Political, or Ideological Interests Considered

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

SECTION 5 Proposal Evaluation

5.1 Public Opening

The Public Opening for this RFP will be conducted at the date, time, and location (available via teleconference) noted in Section 1.2, Timeline. During the Public Opening, Proposals will be physically opened, and the names of Respondents will be announced. Respondents are not required to attend.

5.2 Special Accommodations

Any person with a disability requiring special accommodations at the Public Meeting for Opening of Proposals shall contact the Procurement Officer at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached by dialing 7-1-1 or visit <https://www.ftri.org/relay> for assistance.

5.3 Proposal Administrative Review

Each Respondent shall submit a Proposal that conforms to all mandatory requirements as outlined in this RFP solicitation. A Proposal that does not conform to the requirements, or contains material deviations from the specifications, will be rejected as non-responsive and not reviewed further. Material requirements of this RFP are those without which adequate analysis and comparison of Proposals is impossible, or those that affect the competitiveness of Proposals. The Department seeks to maximize competition and reserves the right to seek clarification from Respondents to obtain non-material information to complete a responsiveness review. A Respondent's failure to 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.
- 4) are not in conformance with the requirements and instructions contained herein.

5.4 Evaluation Procedure

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

190 Points Available	
Price Proposal and References (Scored by Procurement Officer)	
Price Proposal (Tab B)	Up to 25 Points Available
References (Tab E)	Up to 15 Points Available
Technical Response (Scored by Evaluators)	
Statement of Qualifications (Tab C)	Up to 50 Points Available
Relevant Experience (Tab D)	Up to 25 Points Available
Approach and Methodology (Tab F)	Up to 75 Points Available

- 1) **Price Proposal Score (25 Points Possible):** The Procurement Officer will calculate each Respondent's Price Proposal Score as described below using the Respondent's completed **Exhibit B, Price Proposal Sheet**. The Respondent with the lowest **Grand Total Price** will receive 25 Points. Other Respondents' Scores will be calculated as follows:

$$(\text{Lowest Respondent's Grand Total Price}) / (\text{Respondent's Grand Total Price}) = Y$$

$$Y \times 25 = \text{Total Points}$$

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

SECTION 6 Award

6.1 Basis of Award

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

In the event 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.

6.2 Award Preferences

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

6.3 Rejection of Proposals

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

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

6.4 Viewpoint Consideration Prohibited

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

6.5 Protest Procedures

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

The Holland Building
600 South Calhoun Street
Tallahassee, Florida 32399

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

6.6 Modification after Contract Execution

During the term of the Contract, the Department may 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.

6.7 MyFloridaMarketPlace (MFMP) Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MFMP, a statewide eProcurement system pursuant to Section 287.057(24), F.S. All payments issued by

Agencies to registered Vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law.

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

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

6.8 Vendor Substitute W-9

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

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

[REMINDER OF PAGE LEFT BLANK INTENTIONALLY]

ATTACHMENT A FDACS ACKNOWLEDGEMENT FORM

	FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES REQUEST FOR PROPOSALS
Solicitation Number: RFP FNW 26 27 13	Solicitation Title: Continuing Education Training for School Food Authorities
PROPOSAL DUE: July 1, 2026, by 5:00PM	SUBMIT PROPOSAL TO: Florida Department of Agriculture and Consumer Services Procurement Office Attention: Stephanie Bergozza 407 S. Calhoun Street, SB-8 Mayo Building Tallahassee, Florida 32399-0800
<u>Respondent Name:</u>	
**If a fictitious name is used, include registered name (e.g., XYZ, Inc. DBA ABC):	
<u>Respondent Mailing Address:</u>	Phone Number:
	Toll Free Number:
Email Address:	Fax Number:
FEID Number:	Type of Business Entity (Corporation, LLC, partnership, etc.):
<u>Respondent Contacts:</u> Provide the information requested below for the Respondent's primary contact and, if available, secondary contact. These individuals must be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation.	
PRIMARY CONTACT	SECONDARY CONTACT
Contact Name and Title:	Contact Name and Title:
Address:	Address:
Phone Number:	Phone Number:
Fax Number:	Fax Number:
Email Address:	Email Address:
By signing and submitting this Acknowledgement Form: 1. The Respondent verifies that it has read and complies with all terms and conditions contained in this solicitation and that the product and/or services offered by the Respondent will conform to the specifications of this solicitation without exception. 2. The Respondent certifies that the signature provided by the Respondent below is provided by an authorized representative who can legally bind the Respondent.	
Authorized Signature:	Date of Signature:
Name of Authorized Signer:	Title of Authorized Signer:



WILTON SIMPSON
COMMISSIONER

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

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

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

Signature of Authorized Representative

Date

Printed Name

Title

Solicitation Number



WILTON SIMPSON
COMMISSIONER

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

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

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

Executed this _____ day of _____, 20_____.

Signature

Printed Name

Title Position

Nongovernmental Entity Name

STATE OF _____

COUNTY OF _____

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

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

Notary Public

(Notarial Seal)

Printed Name



WILTON SIMPSON
COMMISSIONER

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

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

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

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

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

VENDOR'S SIGNATURE

ATTACHMENT E

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

Vendor Certification Form

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

<u>Customer Indicator</u> (Required, N/A, Determined by Vendor)	<u>Vendor Indicator</u> Does the Vendor Certify?	<u>Certification</u>
Required	☐ YES	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/
Required	☐ YES ☐ N/A	If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/
Required	☐ YES	The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations. The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.
Required	☐ YES	If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," that is attached to this solicitation.
Required	☐ YES ☐ N/A	If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier

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

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

Vendor Information**Signatory**

 Name

 Signature

 Date

 FEIN

 Typed or Printed Name

 Title

ATTACHMENT F

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

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

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

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

Printed Name: _____

Title: _____

Signature: _____

Date: _____



WILTON SIMPSON
COMMISSIONER

ATTACHMENT G
Florida Department of Agriculture and Consumer Services
Bureau of General Services
LIST OF SUBCONTRACTORS

Please list any subcontractor(s), their contact information, and provide a copy of their subcontractor's license, associated with any work to be performed related to the scope of work. Attach more pages as required.

NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: (____) _____

TYPE OF WORK BEING PERFORMED: _____

SUBCONTRACTORS LICENSE NO.: _____ COPY ATTACHED: Y N

NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: (____) _____

TYPE OF WORK BEING PERFORMED: _____

SUBCONTRACTORS LICENSE NO.: _____ COPY ATTACHED: Y N

NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: (____) _____

TYPE OF WORK BEING PERFORMED: _____

SUBCONTRACTORS LICENSE NO.: _____ COPY ATTACHED: Y N



WILTON SIMPSON
COMMISSIONER

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

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

1. COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT PERSON NAME: _____

TELEPHONE NUMBER: (____)_____ EMAIL: _____

2. COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT PERSON NAME: _____

TELEPHONE NUMBER: (____)_____ EMAIL: _____

3. COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT PERSON NAME: _____

TELEPHONE NUMBER: (____)_____ EMAIL: _____



WILTON SIMPSON
COMMISSIONER

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

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

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

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

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

Yes (5 Point)

No (0 Points)

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

Excellent - 5 points

Fair - 3 Points

Poor - 0 Point

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

Excellent - 5 points

Fair - 3 Points

Poor - 0 Point

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

Excellent - 5 points

Fair - 3 Points

Poor - 0 Point

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

Excellent - 5 points

Fair - 3 Points

Poor - 0 Point

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



WILTON SIMPSON
COMMISSIONER

ATTACHMENT J
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.

Scoring should reflect the evaluator's independent evaluation of the Respondent's Proposal based on each criterion and should consider the Respondent's ability to meet each function, characteristic, performance level, or specification described in the solicitation.

A Respondent who exceeds the function, characteristic, performance level, or specification described in the solicitation should receive a higher score than a Respondent who merely meets the function, characteristic, performance level, or specification.

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

RESPONDING COMPANY NAME: _____

EVALUATOR NAME: _____

EVALUATOR SCORE SHEET					
Tab C: Statement of Qualifications (50 Points Possible)					
How do you rate the Respondent's qualifications and operational readiness to perform all required services? (25 Points Possible)					
RANKING RANGE	EXCELLENT (25 – 20)	GOOD (19 – 13)	FAIR (12 – 6)	POOR (5 – 0)	SCORE
How well does the Respondent's proposed personnel, organizational chart, and proposed roles and responsibilities (including subcontractors) address the Department's needs for the required services? (15 Points Possible)					
RANKING RANGE	EXCELLENT (15 – 12)	GOOD (11 – 8)	FAIR (7 – 4)	POOR (3 – 0)	SCORE
How do you rate the Respondent's capacity to perform the required services? (10 Points Possible)					
RANKING RANGE	EXCELLENT (10 – 8)	GOOD (7 – 5)	FAIR (4 – 3)	POOR (2 – 0)	SCORE
TAB C SUBTOTAL					
Tab D: Relevant Experience (25 Points Possible)					
How well does the Respondent's prior relevant experience address the services sought in this RFP?					
RANKING RANGE	EXCELLENT (25 – 20)	GOOD (19 – 13)	FAIR (12 – 6)	POOR (5 – 0)	SCORE
Tab F: Approach and Methodology (75 Points Possible)					
How do you rate the Respondent's implementation and management plan to carrying out the required services sought in this RFP? (75 Points Possible)					
RANKING RANGE	EXCELLENT (75 – 61)	GOOD (60 – 46)	FAIR (45 – 31)	POOR (30 – 0)	SCORE
Total Points Awarded (Sum of Tab C, Tab D, and Tab E)					

**EXHIBIT A
STATE OF FLORIDA
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
SCOPE OF WORK**

The scope of work includes the administration of the school food service training program, development of course materials, delivery of training to participants, and submission of evaluation reports to the Department.

1. Terms and Definitions

- 1) **Afterschool Snack Program (ASP):** A component of the National School Lunch Program and is a federally assisted snack service that fills the afternoon hunger gap for children.
- 2) **Child Nutrition Program (CNP):** Program administered by USDA's Food and Nutrition Service to help ensure that children receive nutritious meals and snacks that promote health and educational readiness.
- 3) **Fresh Fruit and Vegetable Program (FFVP):** A federally funded program that provides a variety of free fresh fruits and vegetables to children throughout the school day at participating schools.
- 4) **National School Lunch Program (NSLP):** A federally assisted meal program that provides nutritionally balanced, low-cost, or free lunches to children each school day.
- 5) **School Breakfast Program (SBP):** A federally funded program that helps participating schools provide breakfast to all students.
- 6) **School Food Authority (SFA):** 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 FNS to operate the Program.
- 7) **School Nutrition Professional (SNP):** School nutrition directors, assistant school nutrition directors, managers, assistant managers, and school nutrition assistants.
- 8) **Seamless Summer Option (SSO):** Offers School Food Authorities (SFA) operating the NSLP or SBP a streamlined option for providing summer meals by continuing to follow several of the same operational requirements such as NSLP/SBP meal patterns and procedures for filing claims and determining student eligibility.
- 9) **Special Milk Program (SMP):** A federally funded program that encourages the consumption of milk by school-age children by providing milk at low or no cost.
- 10) **Summer Food Service Program (SFSP):** A federally funded nutrition program helps ensure that kids don't go hungry during the summer when school is out.
- 11) **USDA Food and Nutrition Service (FNS):** This agency works to end hunger and promote nutrition through the administration of 15 federal nutrition assistance programs including WIC, Supplemental Nutrition Assistance Program (SNAP), and school meals.

2. Administration of School Food Training Program

2.1. Description of Training Program

The Division of Food, Nutrition and Wellness seeks to establish a contract with a vendor for the development and implementation of continuing education training for SFAs with built-in assessments, to include the following:

- 1) The development of course materials,
- 2) Offering, providing, and maintaining a catalog of available courses,
- 3) Scheduling and providing on-site statewide and virtual instructor-led training for SFAs,
- 4) Maintaining an on-demand learning management system (LMS) of available courses for SFAs to access 24/7,
- 5) Collecting attendance data by SFA,
- 6) Course tracking by user,
- 7) Issuance of certificates of completion,
- 8) Administering instructor and course evaluations and collecting the data associated therewith, and
- 9) Reporting data regarding instructor and course evaluations, course attendance by SFA, and number and type of training administered by course name and type of administration.

2.2. Administration of Training Program

The vendor shall receive, process, schedule, and confirm SFA training requests. The vendor shall collect the following information from the SFA:

- 10) School district or county.
- 11) Contact person's name, phone number, and email address.
- 12) Course name, training date, and time.
- 13) Number of attendees, training location, and shipping address.

For on-site training and live virtual training, the vendor shall coordinate scheduling between SFA and instructors.

2.3. Course Material Development

- 1) The vendor shall develop and provide a course catalog, approved by the Department, that meets all USDA learning objectives outlined in **EXHIBIT C, USDA PROFESSIONAL STANDARDS LEARNING OBJECTIVES**.
- 2) The vendor shall develop comprehensive courses including instructional materials, handouts, and instructor evaluations that meets USDA learning objectives as provided in **EXHIBIT C, USDA PROFESSIONAL STANDARDS LEARNING OBJECTIVES**. Course materials shall be approved by the Department prior to administration and dissemination.

- 3) **EXHIBIT D, TRAINING COURSE OFFERINGS** is the current course catalog for the Department as an example of acceptable training. The vendor shall provide all training materials for training courses electronically to be reviewed and approved within five weeks of contract signing.
- 4) The vendor shall provide a mechanism for taking attendance for each course. The vendor shall provide the Department with all course attendance data monthly.
- 5) The vendor shall schedule and administer trainings within two months of the signed contract.

2.4. On-site Training Requirements

- 1) The vendor shall provide instructors experienced in school food service for all training courses covered in the USDA Professional Standards for School Nutrition Professionals in accordance with **EXHIBIT E, TRAINING COURSES AND DESCRIPTIONS FOR THE 2025-2026 SCHOOL YEAR**.
- 2) The vendor must ensure, within five weeks of contract execution, all instructors pass a Level II background screening to be allowed access to school grounds in accordance with Section 1012.467, F.S.
- 3) The vendor shall retain all background screening results on file and provide to the Department upon request.
- 4) The vendor shall adhere to the **minimum attendee requirements** listed below for on-site and live virtual courses:
 - a) If student enrollment for SFA is 2,499 or less, a minimum of 10 participants is required.
 - b) If student enrollment for SFA is 2,500-9,999, a minimum of 20 participants is required.
 - c) If student enrollment for SFA is 10,000 or more, a minimum of 30 participants is required.

If a SFA cannot meet the minimum number of participants, the vendor shall work with the SFA to identify other scheduled trainings located in the same or adjacent county as the SFA participants.
- 5) The vendor shall adhere to the **minimum attendee requirements** listed below for all courses:
 - a) The vendor may set attendance maximums but must allow at least 40 participants per course. The vendor may allow more than 40 participants per course and shall identify the maximum number of participants in the course catalog.
 - b) As scheduled, the vendor shall offer courses based on demand. If needed, the vendor shall offer courses with up to and exceeding 100 participants.
 - c) The vendor shall provide instructors to conduct trainings and provide materials in English, Spanish, and/or Creole upon request by the SFA.
 - d) The vendor shall not be responsible for providing meeting spaces for any training. The training locations and accommodations shall be provided by the SFA.

e) The vendor shall be responsible for developing and administering, at the end of each training course, an instructor evaluation and a post-test of the training material for all participants.

6) The vendor shall conduct trainings that are no less than two (2) hours per course.

2.5. Reporting

- 1) The vendor shall provide monthly reports to the Department by the 20th day of each month following service delivery. Reports should include the data points listed in **EXHIBIT F, Required Monthly Reports**. Reports shall also include and instructors' evaluations for each course in Microsoft Excel format and participant attendance data. Sign-in sheets for on-site training shall be submitted as scanned PDF documents. Attendance data for live virtual or on-demand virtual courses can be collected electronically.
- 2) 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.

- 3) 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 if the instructor has displayed behavior unbecoming of a representative of the Department.

2.6. Cancellations

- 1) For cancellations of a training course by vendor at any time prior to the start time of the course, vendor will reschedule the course at no charge.
- 2) Notwithstanding 1), either party may cancel a training course due to a Force Majeure Event. In the event that a party cancels due to a Force Majeure Event, vendor shall be relieved of its obligation to either present the training course at the scheduled time or at a different time, and FDACs shall be relieved of its obligation to compensate the vendor for the cancelled training course.
- 3) For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, regardless of whether it was foreseeable, that is beyond the reasonable control of that party, was not caused by that party and that prevents a party from complying with any of its obligations under this agreement.
- 4) 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.

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

Respondent pricing must be firm and inclusive of all costs and fees required to manage and implement continuing education training for School Food Authorities (SFAs) to maintaining compliance with the United States Department of Agriculture (USDA) "School Nutrition Program Professional Standards" (7 CFR 210.30).

Pricing for the initial contract term shall remain firm for one (1) year. Upon mutual written agreement of both Parties, each one-year renewal term will include a three percent (3%) increase based on the pricing in effect during the immediately preceding contract term.

The following cost and fees are the Respondent's Proposal to provide services as stated in Section 2, Technical Specifications of this RFP and Exhibit A, Scope of Work:

DESCRIPTION	FEES
Monthly administrative costs for the training program to include system maintenance, development of course material, administration of instructor evaluations.	\$ _____ per month
Cost for in-person course	\$ _____ per course
Cost for live virtual course	\$ _____ per course
Cost for on-demand course	\$ _____ per course
Grand Total Price (Sum of Fees)	\$ _____

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

VENDOR NAME: _____

SIGNATURE (MANUAL): _____

SIGNATURE (PRINTED): _____

EXHIBIT C
STATE OF FLORIDA
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
USDA PROFESSIONAL STANDARDS LEARNING OBJECTIVES

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.

3200 - PROGRAM MANAGEMENT

Course attendee will be able to effectively manage staff and resources, emergency programs and utilize standard operating procedures.

- 3210 Manage staff work including scheduling.
- 3220 Oversee standard operating procedures for routine operations.
- 3230 Evaluate and utilize resources to promote a healthy school environment.
- 3240 Develop and implement emergency and disaster plans as needed.
- 3250 Manage water, energy, and waste.

3400 - HUMAN RESOURCES AND STAFF TRAINING

Course attendee will be able to implement human resources management practices through maintenance and familiarity with current personnel policies and procedures and support employees through training and retention strategies.

- 3410 Understand and apply human resource management practices.
- 3420 Implement current personnel policies and procedures.
- 3430 Develop employee training plans, including a plan for tracking training.
- 3440 Implement a system for retention, promotion, and recognition.
- 3450 Foster employee health, safety, and wellness.

4100 - COMMUNICATIONS AND MARKETING

Course attendee will be able to develop plans that include involvement with school and community members, empower school nutrition leaders, and address excellent customer service.

- 4110 Develop strategic plans and marketing plans that reflect program goals and enhance interaction with stakeholder.
- 4120 Promote the Child Nutrition Program.
- 4130 Empower school nutrition professionals to provide excellent customer service.
- 4140 Develop communications skills.
- 4150 Communicate within the school and to the community through multiple approaches to inform and educate stakeholders.
- 4160 Create an environment that engages students to select and consume healthy foods with minimum waste, including Smarter Lunchroom techniques.

[REMINDER OF PAGE LEFT BLANK INTENTIONALLY]

**EXHIBIT D
STATE OF FLORIDA
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
EXAMPLE OF DIVISION OF FOOD, NUTRITION AND WELLNESS TRAINING COURSE
OFFERINGS**

1) Merchandising and Marketing 101

This session is presented by a food merchandising expert with school meal programs experience. Easy and effective ways to encourage students to select the healthy, nutritious choices are shared. The presentation includes ideas on controlling costs and encouraging increased participation. Participants receive practical suggestions, tips, and strategies for immediate implementation in the real world.

Audience: Management.

2) Know Your Customer, Know Your Food

This session provides a holistic training experience for marketing a school and nutrition program. This includes understanding customer needs and preferences, learning new ways to create recipes and menus, optimizing your service real estate and hands-on training with preparing contemporary recipes and tasting new products.

- Understanding Customer Needs: Instruction in conducting focus groups and intercept surveys, building unbiased questions, developing actionable data, review of national demographic trends.
- Creating Student Acceptable Food: Hands on instruction with team production techniques and staggering employee schedules, tips, and hands-on experience with using fresh products.
- Developing Product: Using data effectively, recipe review and creation, menu development consistent with customers' expectations that are regulatory compliant, hands-on training with contemporary recipes.
- Presentation and Merchandising: View different packaging opportunities, experience the importance of portion consistency and packaging, learn about the correlation through hands on experience of product placement and display to customer choices and sales.

Audience: Strongly suggest management be present, but all school nutrition professionals can benefit from this course.

3) Production Efficiency

This session provides innovative ideas on how to run an efficient, effective kitchen. The instructor evaluates employee schedules, production schedules and the serving line to optimize space and keep the line moving.

Audience: Management.

4) Communications and More

In this communications course, participants learn the skills necessary to communicate effectively and improve interpersonal communication with management, coworkers, and students. This course is taught in conjunction with one of the following:

- Conflict Management: This course helps participants recognize causes of workplace conflict and how to facilitate resolutions. Additionally, participants learn to better manage their own responses to a potential conflict.
- Customer Service: This course discusses the diverse needs of the most vital school food service entity, the student. Participants investigate the best practices of top service establishments and companies in order to increase their awareness, knowledge base and skill set in an effort to improve the service provided in their own cafeteria.
- Managing Change: This course provides strategies for effectively dealing with unexpected or unwanted change in the workplace. Participants discuss common reasons why change occurs, why people resist change, how each employee has a role in the change process and how change can be seen in a positive light.

Audience: All school nutrition professionals.

5) Advanced Customer Interaction

This course takes its participants into the mind of the customer, the student. Participants utilize student input to explore techniques for increasing participation. This course also builds on the basic expectations of customer service.

Audience: Management.

6) Team Building

This interactive course is designed to encourage camaraderie and increase productivity in the workplace. Participants learn about team dynamics and the power of concerted efforts within a team.

Audience: All school nutrition professionals.

7) Management and Leadership Skills

This course helps directors and managers to determine their management style and equips current and aspiring leaders to empower their staff. The course discusses management style differences and how they affect employees.

Audience: Management.

8) Workplace Wellness and Stress Management

In this course, participants learn how to recognize causes of stress and different types of stress and how to manage stress effectively both at work and at home.

Audience: All school nutrition professionals.

9) How to Deal with Difficult People

A behavior style is a pattern of behavior we show that others can observe. By understanding both our own styles and the styles of others, we can decide how to effectively work with people as well as manage change in our workplace.

Audience: All school nutrition professionals.

10) Initiative Begins with I

As adults, we must make the conscience decision to be accountable for our actions. This session helps participants gain confidence in making decisions and understand how having a positive professional attitude and strong personal code can help to be proactive and take initiative to excel in their careers.

Audience: All school nutrition professionals.

[REMINDER OF PAGE LEFT BLANK INTENTIONALLY]

EXHIBIT E
STATE OF FLORIDA
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
TRAINING COURSES AND DESCRIPTIONS FOR THE 2024-2025 SCHOOL YEAR

Trainings	Description	Training Topic Number	Training Objective Number
Achievement in Customer Excellence	The “people” part of customer service is as important as the “technical” part. Learn customer satisfaction techniques that turn customers into raving fans.	4130 – Customer Service 4140 – Communication Skills 4150 – School & Communication Conflict	4100 – Communication & Marketing
C.A.R.T. – Communications – Accountability – Responsibility – Teamwork	Communications – Accountability – Responsibility – Teamwork are part of everyday life in school foodservice. If left unchecked, the work environment can become negative or even hostile. With this presentation, attendees will learn how to turn these potentially negative things into growth opportunities.	3410 – Human Resources Management 3450 – Employee Health, Safety, and Wellness	3000 - Administration
Coaching and Mentoring	Coaching and Mentoring focuses on how to better coach employees to higher performance. Coaching is a process of relationship building and setting goals. How well one can coach is related directly to how well he/she is able to foster a great working relationship with employees through understanding them and strategic goal setting.	3410 – Understand and apply human resource management practices	3400 – Human Resources and Staff Training
Communicate with Confidence	Communicate effectively with customers and coworkers using expert listening and communication skills. Employ practical strategies for understanding what is expected of you and be able to express what you need in order to do your job better.	4140 – Communication Skills	4000 – Communications & Marketing
Conflict Resolution	Wherever two or more people come together, there is bound to be conflict. This course will give participants a seven-step conflict disputes of any size. Participants will also be provided a set of skills in solution building and finding common ground.	3410 – Understand and apply human resource management practices	3400 – Human Resources and Staff Training

EXHIBIT E – TRAINING COURSES AND DESCRIPTIONS
SCHOOL FOOD SERVICE TRAINING

Trainings	Description	Training Topic Number	Training Objective Number
Creative Problem Solving	Thinking outside the box is easier and more productive when you engage the full brain. Gain confidence in looking outside defined boundaries to develop creative solutions.	4130 – Customer Service 4140 – Communication Skills 4150 – School & Communication Conflict	4140 – Communication Skills
Customer Service for Generation Z	The Generation Z mentality is vastly different from previous generations and is highly influenced by their technological upbringing. Examine generational differences that will influence the workplace in 2020. Learn how to communicate with and respond to their unique set of wants and needs.	4130 – Customer Service 4140 – Communication Skills 4150 – School & Communication Conflict	4140 – Communication Skills
How to Deal with Difficult People	A behavior style is a pattern of behavior we show that others can observe. By understanding both our own styles and the styles of others, we can decide how to effectively work with people as well as manage change in our workplace.	3450 – Foster employee health, safety, and wellness	3400 – Human Resources and Staff Training
Employee Motivation	When thinking of staff motivation, many things may come to mind: more money, a bigger office, a promotion, or a better quality of life. The truth is, no matter what we offer people, true motivation must come from within. Regardless of how it is characterized, it is important to get the right balance in order to ensure that the workforce is motivated.	3410 – Understand and apply human resource management practices	3400 – Human Resources and Staff Training
Generation Gaps Working Together	While having various cultures in one workplace can present communication problems and conflicts, the benefits of such a variety in the workplace outweigh it. The workplace can present challenges to management in terms of handling the different generations entering the workforce, the work environment has become a patchwork of varying perspectives and experiences, all valuable to say the least.	3410 – Understand and apply human resource management practices	3400 – Human Resources and Staff Training 2000 - Operations

EXHIBIT E – TRAINING COURSES AND DESCRIPTIONS
SCHOOL FOOD SERVICE TRAINING

Trainings	Description	Training Topic Number	Training Objective Number
Initiative Begins with “I” (English)	Increase confidence, knowledge, and willingness to take responsibility for your work product. Learn to take initiative and put ideas into practice.	4130 – Customer Service 4140 – Communication Skills 4150 – School & Communication Conflict	4100 – Communication & Marketing
Leadership	They say that leaders are born, not made. While it is true that some people are born leaders, some leaders are born in the midst of adversity. Often, simple people who have never had a leadership about requires it. Once participants learn the techniques of true leadership. They will be able to build the confidence it takes to take the lead. The more experience one has acting as a genuine leader, the easier it becomes. It is never easy to take the lead, as one may need to make decisions and face challenges, but it can become natural and rewarding.	3410 – Understand and apply human resource management practices	3400 – Human Resources and Staff Training
Manage Multiple Processes and Doing it Well	To multitask or not to multitask.... that is the question. Today's world demands you juggle multiple processes and priorities and respond to imposed deadline. You leave this workshop understanding the need to manage time, organize, plan ahead, and prioritize in order to manage multiple processes with ease and professionalism.	4130 – Customer Service 4140 – Communication Skills 4150 – School & Communication Conflict	4100 – Communication & Marketing
Merchandising and Marketing 101	Easy and effective ways to encourage students to select the healthy, nutritious choices are shared. The presentation includes ideas on controlling costs and encouraging increased participation. Participants receive practical suggestions, tips, and strategies for immediate implementation in the real world.	4110 – Strategic Planning & Marketing	4000 – Communications & Marketing
Stress Management	Positive and negative stress is a constant influence on all of our lives. The trick is to maximize the positive stress and to minimize the negative stress. Participants will be shown how stress can be positive and negative and will take a look at the Triple A approach that will form the basis of this workshop.	3410 – Understand and apply human resource management practices	3400 – Human Resources and Staff Training

EXHIBIT E – TRAINING COURSES AND DESCRIPTIONS
SCHOOL FOOD SERVICE TRAINING

Trainings	Description	Training Topic Number	Training Objective Number
Team Building Through Chemistry	Teams are unavoidable in any business. The key to successful team building is addressing the importance of chemistry between team members. It is not enough to have group of people work on a project; people have to connect and balance each other's strengths. By staying aware of the chemistry as you build up the group, you will increase the chance of avoiding pitfalls and developing a sense of unity. This training session will enable participants to better achieve this.	4130 – Customer Service 4140 – Communication Skills	4000 – Communications & Marketing
Working Well with Others Using True Colors	Based on Mary Miscisin's Showing Your True Colors, in this interactive and fun-filled workshop, participants identify their work and communication style, and use the knowledge gained to work better with colleagues, avoid conflict, and master customer service.	4100 – Communications & Marketing	4000 – Communications & Marketing

[REMINDER OF PAGE LEFT BLANK INTENTIONALLY]

**EXHIBIT F
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. Data from both reports can be combined into one report, so long as the format allows for the sorting and filtering of data points.

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 which actually attended.
- 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.

[REMINDER OF PAGE LEFT BLANK INTENTIONALLY]



WILTON SIMPSON
COMMISSIONER

EXHIBIT G
Florida Department of Agriculture and Consumer Services
Division of Administration
CONTRACTUAL SERVICES AGREEMENT

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

ARTICLE 1: TERM

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

ARTICLE 2: SERVICES

- 2.1 Scope of Work. The Contractor agrees to provide the following commodities and/or services:
- 2.2 The designated United Nations Standard Products and Services Code (UNSPSC) for this Agreement is:
- 80111501 Management development
 - 80111500 Human resource development
 - 86132000 Management education and training services

- 86132101 Training facilitation service
- 86132201 Training workshop service

2.3 Deliverables. The Contractor must provide the quantifiable, measurable, and verifiable units of deliverables, which must be received within the established time frame, and accepted in writing by the contract manager before payment will be made.

2.4 Financial Consequences. Failure to meet any Deliverable of this Agreement shall result in financial consequence. The Department shall reduce payment by:

2.5 Department Services. The Department agrees to provide the following services:

ARTICLE 3: COMPENSATION & EXPENSES

3.1 The Department will pay the Contractor as follows:

3.2 The Department may make partial payments to the Contractor upon partial delivery of services when a request for such partial payment is made by the Contractor and approved by the Department.

3.3 Travel Expenses. Separate reimbursement for travel is not contemplated under this Agreement; however, if prior written authorization is received from the Department, invoices for any travel expenses must be submitted in accordance with Section 112.061, F.S.

3.4 Invoices. All invoices for services shall be submitted to the Department in detail sufficient for a proper pre-audit and post-audit thereof.

3.4.1 Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise

3.4.2 Invoices must include all required reports, forms, and documentation as defined in this Agreement to be accepted by the Department. Invoices determined to be incomplete will be returned to the Contractor within five (5) working days of submission to the Department.

3.4.3 Invoices returned by the Department to the Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.

3.5 Payments: Unless otherwise stated in this Agreement or bid specifications (if applicable), the Department shall pay the Contractor in accordance with Section 215.422, F.S. Payments under this Agreement are further subject to the approval of the State Chief Financial Officer (Department of Financial Services). Interest penalties for late payment are available in accordance with Section 215.422(3)(b), F.S., and subject to the provisions of Section 55.03, F.S.

3.6 Transaction Fee. The Contractor shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to Section 287.057(24), F.S., and any rules implementing Section 287.057, F.S.

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

ARTICLE 4: INTELLECTUAL PROPERTY

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

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

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

ARTICLE 5: ACKNOWLEDGMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

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

property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

ARTICLE 6: PUBLIC RECORDS

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

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

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

ARTICLE 7: TERMINATION

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

- 7.3.2.4 Return and deliver to the Department its property, data, and inventoried items in the possession of the Contractor and its employees and subcontractors.
 - 7.3.2.5 Disclose, transfer and assign to the Department all the rights, titles, and interests in licenses, copyrighted or patented work, as well as anything whatsoever constituting intellectual property produced within the subject matter and scope of this Agreement.
 - 7.3.2.6 Not be entitled to recover any cancellation charges or lost profits.
- 7.4 Force Majeure. If either party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the Parties to resume performance under this Agreement.
 - 7.4.1 Upon occurrence of a Force Majeure Event, the nonperforming party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance and its anticipated duration.
- 7.5 Notwithstanding the above, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any termination, default or breach of this Agreement by the Contractor.

ARTICLE 8: GENERAL PROVISIONS

- 8.1 Independent Contractor. The Contractor, and any of its employees, agents, or assigns, are not employees or agents of the Department.
- 8.2 Guarantor. The Contractor shall not pledge the Department's credit or make the Department a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.
- 8.3 Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Department, and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, its agent, employees, partners, or subcontractors, provided, however that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department.
 - 8.3.1 The Contractor's obligations under this paragraph with respect to any legal action are contingent upon the Department giving the Contractor: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at the Contractor's sole expense; and (3) assistance in defending the action at the Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the Department in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

- 8.4 Liability. The Department shall not assume any liability for the acts, omissions to act or negligence of the Contractor, its agents and employees, nor shall the Contractor disclaim its own negligence to the Department or any third party.
- 8.4.1 The Contractor shall maintain, during the Contract Period, liability insurance for the services to be rendered in accordance with industry standards as appropriate and in compliance with Florida law.
- 8.5 Amendments. Any changes must be mutually agreed upon and incorporated in written amendments to this Agreement.
- 8.6 Entire Agreement. The Agreement, including any attachments or exhibits, are hereby incorporated as referenced herein, and shall embody the entire Agreement of the Parties. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject.
- 8.7 Applicable Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Leon County, Florida.
- 8.8 Severability. In the event that any one or more of the provisions of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this Agreement invalid or unenforceable and the remaining provisions shall remain in full force or effect. In the event that any clause or requirement of this Agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this Agreement.
- 8.9 Paragraph Headings. Paragraph headings contained in this Agreement are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this Agreement.
- 8.10 Compliance. The Contractor shall, at its sole cost and expense, comply with all requirements of all municipal, county, state and federal rules and regulations, statutes, and/or ordinances now in force, or which hereafter come into force, pertaining to the duties and obligations arising from this Agreement.
- 8.11 No Subcontracting. The Contractor agrees that all services to be performed hereunder shall be performed solely by the Contractor and may not be subcontracted for or assigned without the prior written consent of Department, which may be withheld by Department for any reason or granted subject to the Contractor's compliance with one or more of the following: (i) the Contractor purchasing, at its sole expense, a payment bond in a form and amount that Department determines to be adequate to protect suppliers of labor and material; or (ii) Department withholding, as retainage, 25% or the highest percent permitted by law, whichever is less, of all payments made to the Contractor until the Contractor submits evidence satisfactory to Department that all subcontracts and outstanding indebtedness in connection with the services hereunder have been paid for by the Contractor; or (iii) the Contractor disclosing information satisfactory to Department regarding each subcontractor to perform services hereunder, including a description of the subcontractor's organization, ability to provide applicable services, cost to perform applicable services, previous work experience,

and relationship to the Contractor. The Contractor shall comply with all laws regarding prompt payment to subcontractors, including Section 287.0585, F.S.

- 8.12 Survival. The termination of this Agreement, whether by expiration, completion, the exercise of a termination right, or otherwise, will not relieve either Party of any obligation, nor impair the exercise of rights accrued prior to such termination. Without limiting the foregoing, the terms of Sections 4.5, 6.1, 8.3, and 8.8 hereof will survive the termination of this Agreement.
- 8.13 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.
- 8.14 Enforcement. The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 8.15 Administration of Agreement.

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

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

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

- 8.16 Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sent via email to the contract manager and sent by a nationally recognized courier service which provides written proof of delivery (e.g., UPS, Federal Express) or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed, in either event, to the contract manager set forth in Section 8.15.
- 8.17 Inspection Requirement for Contract for Services. Pursuant to Section 216.1366, F.S., the Department is authorized to inspect the following: (1) financial records, papers, and documents of the Contractor that are directly related to the performance of this Agreement or expenditure of state funds; and (2) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of this Agreement or to ensure that the terms of this Agreement are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days of request.

ARTICLE 9: STATE FUNDING DISCLOSURE

- 9.1 Reporting Requirements. Pursuant to Section 216.1366(3), F.S., contracts for services with non-profit organizations as defined in Section 215.97(2)(m), F.S., require the Contractor to provide documentation that indicates the amount of state funds: (1) allocated to be used

during the full term of the contract for remuneration of any member of the board of directors or an officer of the Contractor, and (2) allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Contractor. The documentation must indicate the amounts and receipts of remuneration.

- 9.2 The Contractor ____ (is or is not) ____ classified as a non-profit organization as defined in Section 215.97(2)(m), F.S.; therefore the Contractor ____ (shall or is not required to) ____ complete and return the [Total Compensation Paid to Non-Profit Personnel Using State Funds form \(FDACS-01324\)](#) 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 the Department with written notice detailing any change in executive compensation in the intervening period between annual reports.
- 10.4 The Contractor understands and agrees that failure to comply with any provision of this section constitutes a material breach for which Department may seek termination of this Agreement pursuant to Article 7.

ARTICLE 11: AFFIDAVIT FOR NONGOVERNMENTAL ENTITY

Pursuant to Section 787.06(14), F.S., if the Contractor is a nongovernmental entity, an officer or representative of the Contractor must attest under penalty of perjury that the Contractor does not use coercion for labor or services as defined in Section 787.06, F.S. The [Non-Coercion for Labor or](#)

Services Affidavit (FDACS-01364) located at <https://forms.fdacs.gov/01364.pdf> or a substantially similar affidavit must be completed and returned to the Department's contract manager no later than ten (10) business days from execution of this Agreement.

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

DRAFT

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

APPROVED:

(CONTRACTOR NAME IN ALL CAPS AND BOLDED)

By: _____

Name: _____

Title: _____

Date: _____

APPROVED:

**FLORIDA DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES**

By: _____

Name: _____

Title: _____

Date: _____