

**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

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**Invitation to Negotiate (ITN) No: ITN FNW 21 22 55**

**Title: OUTREACH AND CREATIVE SERVICES**



**Carmelita Graham, Procurement Officer**  
**407 S. Calhoun Street, SB-8 Mayo Building**  
**Tallahassee, FL 32399-0800**  
**850-671-7181**

**[Bids@FDACS.gov](mailto:Bids@FDACS.gov)**

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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 1.0 INTRODUCTORY SECTION

### 1.1 Statement of Purpose

The Florida Department of Agriculture and Consumer Services, Division of Food, Nutrition and Wellness (FDACS or Department) issues this Invitation to Negotiate (ITN) for outreach campaigns and the development of the creative materials for program and goals as specified herein. This Invitation to Negotiate (ITN) and all activities leading toward the anticipated issuance of the Contractual Services Agreement are conducted pursuant to 287 Florida Statutes (F.S.) and Rule 60A-1 Florida Administrative Code (F.A.C.).

This solicitation will be administered through the Vendor Bid System (VBS). Vendors (Contractor) interested in submitting a reply must comply with all terms and conditions described in this solicitation.

The Department intends to make a single award or to make no award, as determined to be in the best interest of the state.

### 1.2 Timeline

The following timeline will be strictly adhered to in all actions relative to this Invitation to Negotiate (ITN) unless modified by the Department by written addendum. All required actions must be completed by the date and time indicated on the timeline.

EVENT	DATE/TIME (ET)	LOCATION
Release of ITN	February 4, 2022	<a href="#">Vendor Bid System</a>
Last day for written Inquiries to be received by the Department. No questions will be accepted after this date.	March 4, 2022	Florida Department of Agriculture and Consumer Services Email: <a href="mailto:Bids@FDACS.gov">Bids@FDACS.gov</a>  **ALL EMAILS SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL**
Anticipated Posting of Written Responses to Vendor Inquiries	March 11, 2022	<a href="#">Vendor Bid System</a>
Sealed Replies Due	March 21, 2022 5:00 PM	Florida Department of Agriculture and Consumer Services 407 S. Calhoun Street, SB-8 Mayo Building Tallahassee, Florida 32399-0800
Public Opening	March 22, 2022 10:00 AM	Teleconference Number: 1 (888) 585 – 9008 Conference Room Number: 407 639 217
Evaluation Phase (Anticipated)	March 28- April 6, 2022	-----
Presentations/ Negotiations (Anticipated)	April 18- May 11, 2022	Virtual meeting

Public Meeting- Award Recommendation (Anticipated)	May 12, 2022 10:00 AM	Teleconference Number: 1 (888) 585 – 9008 Conference Room Number: 407 639 217
Notice of Agency Decision/ Intent to Award (Anticipated)	May 17, 2022	<a href="#">Vendor Bid System</a>

The Department shall utilize the State of Florida, Vendor Bid System (VBS) as the single resource for all ITN, Public Notice information in accordance with 28-102.001, Florida Administrative Code (F.A.C.)

### 1.3 Public Opening

The Public Opening for this solicitation will be available via teleconference.

DIAL – IN TELECONFERENCE NUMBER: 1 (888) 585 – 9008  
CONFERENCE ROOM NUMBER: 407 639 217, Then # and follow prompts

Residents in the State of Florida who are hearing, sight or speech impaired, please contact Florida Relay at 1 (800) 955 – 8771 or visit [https://www.ftri.org/relay for assistance](https://www.ftri.org/relay%20for%20assistance).

### 1.4 Mandatory Requirements

The FDACS 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 ITN 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 response is not substantial accord with the ITN requirements, provides an advantage to one respondent over other respondents or has potentially significant effect on the quantity or quality of service. Material deviations cannot be waived. The words “should” or “may” in this ITN indicate desirable attributes or conditions but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a Reply.

### 1.5 Conflicts and Order(s) of Precedence

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

- a. Addenda, in reverse order of issuance
- b. ITN, including attachments
- c. [PUR 1000, General Contract Conditions](#)
- d. [PUR 1001, General Instructions to Respondents](#)

## SECTION 2.0 TECHNICAL SPECIFICATIONS

### 2.1 Overview

The Florida Department of Agriculture and Consumer Services, Division of Food, Nutrition and Wellness (FNW), seeks to enter into a contractual services agreement with a highly-qualified contractor that specializes in outreach campaigns and the development of the creative materials

associated with the listed campaigns. M media buying will not be included in this ITN or resulting contract. The Department intends to issue a separate advertisement to obtain media buying services.

The Department anticipates issuing a three (3) year contract base term with options to renew as specified in section 4.3 of this ITN.

**Programs and Goals:** The child nutrition programs and goals for this ITN include:

Program (Campaign)	Goal
National School Lunch Program (NSLP)	Create brand identity and collateral for NSLP. Increase participation in NSLP.
School Breakfast Program (SBP)	Increase awareness of SBP. Increase participation in SBP.
Farm to School Initiative (F2S)	Increase awareness of F2S program and conference.  Increase demand for healthy, Florida menu options available in the NSLP.
Summer BreakSpot (SBS)	Increase awareness of SBS. Increase participation in SBS.
Create Plan for Annual Activations and Campaigns	Social Media Brand Awareness Campaign. Social Media Engagement Campaign. Spring Student Engagement Campaign. SBP School Breakfast Week Florida School Breakfast Challenge Hunger Free Schools Campaign Lunchroom Wars School Lunch Hero Summer BreakSpot National School Lunch Week (NSLW) NSLP Farm to School Month Farm to School Experience Crunch and Citrus Squeeze Events Month of Thanks The Department's Communications Plan

**Target Audiences:** The target audiences in the state of Florida for the programs include:

- Persons 7-17 years old - students in grades 1st-12<sup>th</sup> (English, Spanish and Haitian Creole).
- Parents/Guardians, specifically mothers of children in grades K-5<sup>th</sup> (English, Spanish and Haitian Creole).

**I. NSLP Overview**

More than one million children in Florida receive free or reduced-price lunches through the NSLP. Students that do not qualify for free and reduced-price meals also participate by purchasing school lunches. The program provides a reimbursement to public and private non-profit schools and residential childcare institutions for meals served that meet federal nutrition standards.

Additionally, there is a provision (Community Eligibility Provision) that allows schools with a high percentage of students who are eligible for free and reduced-price meals to be able to serve all meals to all students at no cost.

The Healthy Hunger-Free Kids Act of 2010 strengthened nutrition standards for meals served through the NSLP. The Department provides training, outreach and technical assistance to sponsors of the programs and ensures compliance with regulations.

The School Nutrition Association annually designates a week in October as “National School Lunch Week” and many schools participate in the celebration by holding contests, decorating and serving special menus. NSLW is included in monthlong Farm to School month efforts.

Current Department Outreach Activities:

The Department currently provides outreach materials, including posters, banners and digital assets, to school districts to promote the NSLP to students. The Department also provides a digital menu application (app) for school districts to promote breakfast and lunch menus to parents and students. The app provides a calendar with breakfast and lunch menu items and nutritional content information to students and parents. Banners are also provided to schools at no charge that participate in the Community Eligibility Provision and serve all students meals.

The Division has Facebook, Instagram, Twitter and YouTube pages, @FLFNW.

View sample materials [here](#).

**II. SBP Overview**

The SBP helps schools provide nutritious breakfasts to students in most of the schools that participate in the NSLP. Breakfast is typically served before the school day begins. More than one million students in Florida qualify for free or reduced-price meals, and many may be missing this important meal.

Several studies have shown a link between eating school breakfast and increased academic performance. Seeing this benefit, some schools have implemented unique service methods to ensure more students have an opportunity to eat breakfast, such as serving breakfast in the classroom and at kiosks near buses and in hallways. School breakfast is a healthy way for students to start their day.

The School Nutrition Association annually designates a week in March as “School Breakfast Week” and many schools participate in the celebration by holding contests, decorating and serving special menus.

Current Department Outreach Activities:

The Department currently provides outreach materials, including posters, banners and stickers, to school districts to promote the SBP to students. The Department also provides a digital menu app for school districts to promote breakfast and lunch menus to parents and students. The app provides a calendar with breakfast and lunch menu items and nutritional content information to students and parents. Banners are also provided at no charge to schools that participate in the Community Eligibility Provision and serve all students meals.

**III. F2S Overview**

One of the Department's highest priorities for the NSLP is to increase the amount of fresh, local foods served in schools. The Department encourages schools to source and serve Florida grown products to students in an effort to offer healthier menu options. The F2S enhances the connection that communities have with local growers to increase Florida products served in schools, offer healthier options for Florida's school children and get students involved in nutrition and agriculture education through school garden activities.

Current Department Outreach Activities:

The Department has team members dedicated to implementing F2S programs throughout the state. Activities include:

- Connecting schools with local farmers, producers and distributors;
- Providing training for school food service professionals on preparing fresh foods;
- Creating school food service recipes that incorporate Florida products;
- Developing agricultural and nutrition-based lesson plans featuring Florida products and offering workshops on developing and sustaining school gardens.

Additionally, the Department hosts an annual "Lunchroom Wars Student Chef Cook-Off". This competition is an opportunity for students ages 7-13 to create and prepare an original recipe using fresh, Florida products for the chance to be served on cafeteria lines. This competition encourages students to work with their school food service community to learn recipe development skills, the importance of supporting local agriculture and the NSLP nutrition standards. Students can enter the contest during the summer months and the virtual cook-off events are scheduled for November.

The Department is also hosting the third annual Farm to School Experience. The event is an opportunity for schools, distributors and producers to connect and learn how to make all aspects of the Farm to School initiative successful for everyone involved.

**IV. SBS Overview**

After schools close for the summer, kids and teens can still get free meals through Summer BreakSpot. No application is necessary and pickup is easy at thousands of meal sites across Florida. Summer BreakSpot offers balanced breakfasts, lunches, snacks or dinner. Locations include places like parks, libraries and churches. Summer BreakSpot is available all summer long for kids and teens 18 and under.

Current Department Outreach Activities:

The Department currently provides outreach materials, including posters, banners and digital assets, to sites to promote the SBS to students. Outreach currently operates campaigns to encourage sponsor signups as well as communicate sites around the state. Outreach executes "Spike" events at Summer sites around the state and a "Summer Block Party" to engage with children ages 18 and under.

**2.2 Anticipated Budget and Timelines**

The anticipated budget for this contract, which shall be effective upon execution and shall end on September 30, 2025, is up to \$3,000,000 in total. All deliverables shall be completed and invoiced prior to September 15, 2025. The Department anticipates funding for subsequent

years and reserves the right to negotiate allowable renewals of the contract based on available funding levels and specified contract deliverables.

**Year 1 (10/1/2022 – 9/30/2023)**

- Market research for all specified child nutrition programs.
- NSLP Outreach Plan and Toolkit.
- SBP Outreach Plan and Toolkit.
- F2S Outreach Plan and Toolkit.
- SBS Outreach and Toolkit.
- Year-End Reporting.

**Year 2 (10/01/2023 – 9/30/2024)**

- SBP Outreach Plan and Toolkit.
- Evaluation and continued implementation of NSLP.
- Evaluation and continued implementation of SBP.
- Evaluation and continued implementation of F2S.
- Evaluation and continued implementation of SBS.
- Year-End Reporting.

**Year 3 (10/01/2024 – 9/30/2025)**

- Evaluation and continued implementation of NSLP.
- Evaluation and continued implementation of SBP.
- Evaluation and continued implementation of F2S.
- Evaluation and continued implementation of SBS.
- Evaluation and continued implementation of SBP.
- Year-End Reporting.

### **2.3 Scope of Project and Deliverables**

Market Research – The contractor shall conduct comprehensive market research to determine how to effectively reach the target audience(s) for the child nutrition programs specified herein. The contractor shall determine the most effective outreach activities that can be used by schools and the Department to reach the target audiences specified herein that are little-to-no-cost, user-friendly and easy to implement.

The contractor shall provide report(s) that summarizes their market research findings in editable, electronic formats, including all data collection materials. All outreach plans and activities shall be based on the outcomes and findings from this market research. All market research and associated materials shall become the property of the Department.

Statewide Outreach Plans and Creative Elements – Based on the specified research, the contractor shall develop statewide outreach plans for the Department to implement for the state's child nutrition programs specified herein. Plans may include but are not limited to:

- :15/:30 spots
- Digital media
- Print media
- Social media
- Editorial calendars

- Billboards
- Events

The Department shall approve all activities in the final outreach plans and reserves the right to makes changes and recommendations as part of the contract.

The contractor shall be responsible for the development and design of all the creative elements included in the outreach plans. All creative designs will be subject to final approval by the Department. The final creative elements shall be provided to the Department in industry standard formats. All creative designs and elements shall become property of the Department. The contractor shall seek consent and approval to publicly use the Department's work as best-in-class examples for award submissions. The contractor must include the Department on award entries.

Toolkits and Creative Elements – The contractor shall develop an electronic toolkit for each of the state's child nutrition programs specified in this ITN. Each electronic outreach toolkit shall include creative elements that are adaptable for schools of various sizes, in different markets to reach their target audience in the most efficient and effective manner. Each outreach electronic toolkit may include, but is not limited to, creative components such as:

- Posters
- Flyers
- Digital assets
- Social media content and copy
- Videos
- Email communication
- Scripts
- Event planning documents

The Department shall approve all elements included in the electronic toolkits and reserves the right to make changes and recommendations as part of the contract.

The contractor shall be responsible for the development and design of all the creative elements included in the electronic toolkit. All creative designs shall be subject to final approval by the Department. The final creative elements shall be provided to the Department in industry standard formats. The Department, separate from the funds included in this ITN, shall be responsible for the printing or publication of the toolkit elements.

Evaluation and Continued Implementation – Throughout the contract, the contractor shall be responsible for evaluating the effectiveness of the outreach campaigns and school electronic toolkits. The contractor shall participate in weekly meetings to access current campaigns and plan for future initiatives. The contractor shall be required to make yearly updates and enhancements to the outreach campaigns and school electronic toolkits and have them approved by the Department as part of the contract. This may include, but is not limited to, adding additional initiatives that are associated with the NSLP such as the NSLW, Fresh Fruit and Vegetable Program, Smart Snacks, USDA Foods and Summer BreakSpot to the outreach campaigns or school electronic toolkits.

Reporting – The contractor shall provide the following reports:

- Bi-Weekly Updates – Bi-Weekly electronic updates on creative elements shall be sent to the contract manager via email. Weekly emails shall include the status of the outreach plans and toolkits by program area.



- Monthly Reports - Monthly reports shall include the status and summary of all activities and creative development, as well as progress on metrics. Monthly reports are due by the 15<sup>th</sup> of the following month and shall be provided electronically.
- End of Year Reports - Three (3) printed and bound copies of a written final report and an electronic version of the report shall be delivered to the Department summarizing all activities, identifying successes, measurements, evaluating each campaigns' effectiveness and making recommendations for possible future outreach strategies and efforts. Report due no later than 30 days after end of each State fiscal year (End of June) during the term of the contract.

Key Performance Indicators – The contractor shall be responsible for developing metrics to determine the effectiveness of the outreach campaigns and school electronic toolkits. The Department shall approve the metrics to be utilized by the contractor. The key performance indicators, by program, at a minimum shall include:

Program	Minimum Indications
NSLP	Number of meals served through NSLP (the Department tracks this information and will provide historical data as needed); Individual school sites utilizing outreach toolkits.
<u>SBP</u>	Number of breakfast meals served at the SBP sites (the Department tracks this information); Individual school sites utilizing outreach toolkits.
<u>F2S</u>	Number of schools signed up for Harvest of the Month. Number of schools signed up for School Garden Certifications. Individual schools/farms utilizing outreach toolkits.
<u>SBS</u>	Number of meals served through SBS (the Department tracks this information); Number of sites in underserved areas. Individual school sites utilizing outreach toolkits.

Milestone Date – The contractor shall herein to the anticipated milestone dates for each task. Any deviation from the dates below must be approved by the contract manager in advance.

Program	Research Report Due Date	Initial Outreach Plan Due Date	Initial Toolkit and Print Creative Due Date	Additional Creative (Digital, Video, Etc.) Due Date	Outreach Plan Updated and Tool Kit and Creative Enhancements for SY 22-23 Due Date	Outreach Plan Updated and Tool Kit and Creative Enhancements for SY 23-24 Due Date
NSLP	11/01/2022	12/01/2023	3/15/2023	5/15/2023	6/15/2023	1/15/2024
SBP	11/01/2022	12/01/2023	2/15/2023	2/30/2023	2/30/2023	1/15/2024
F2S	11/01/2022	12/01/2023	2/15/2023	3/15/2023	4/15/2023	1/15/2024
SBS	11/01/2022	11/15/2023	12/15/2023	1/15/2023	1/15/2023	1/15/2024

## SECTION 3.0 INVITATION TO NEGOTIATE PROCESS

### 3.1 Advertisement

This ITN is hereby advertised on the State of Florida VBS. To find the ITN or other related information, enter Agency "Department of Agriculture" and click on "Advertisement Search" at the bottom of the web page. If unable to download the document(s), contact the FDACS Procurement Officer.

### 3.2 General Instructions to Respondents (PUR 1001)

Pursuant to Rule 60A-1.002 F.A.C., the General Instructions to Respondents, [PUR 1001](#), are incorporated in this ITN by reference. There is no need to return this document with the reply.

Any terms and conditions set forth within this FDACS ITN document shall supersede any and all conflicting terms and conditions set forth within the PUR 1001. Specific references to MyFloridaMarketPlace (MFMP) usage for this ITN stated in paragraphs 3 and 5 of the PUR 1001, General Instructions to Respondents are not applicable.

### 3.3 Vendor Inquiries

The Procurement Officer, acting on behalf of the FDACS, is the sole point of contact of official meetings, questions and all procurement related matters relating to this solicitation from the date of the release of the solicitation until the FDACS Notice of Agency Decision is posted on the VBS.

Questions related to this ITN, or requests for approved equivalents (if applicable), must be received in writing, via email, by the Procurement Officer listed below, within the time indicated in the Timeline. Oral inquiries, or those submitted after the period specified in the Timeline, will not be acknowledged.

Responses to written questions will be posted on the VBS on or about the date referenced in the Timeline. The VBS is located at: <http://www.myflorida.com/apps/vbs>.

The Procurement Officer for this ITN is:

Carmelita Graham, Purchasing Director  
Florida Department of Agriculture and Consumer Services  
407 S. Calhoun Street, SB8 Mayo Building  
Tallahassee, Florida 32399-0800  
Phone: (850) 617-7181  
Email: [Bids@FDACS.gov](mailto:Bids@FDACS.gov)

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

Between the release of the solicitation, and the end of the 72-hour period following posting of notice of intention to award (72-hour period excludes Saturdays, Sundays and state holidays), vendors responding to this solicitation, or persons acting on their behalf, may not contact any employee or officer of the executive or legislative branches of government, concerning any aspect of this solicitation, except in writing to the procurement officer as provided in this solicitation. Violation of this provision may be grounds for rejecting a response, as per Section

287.057(25), Florida Statutes.

### 3.4 Addenda

If the Department deems it necessary to supplement, modify, or interpret any portion of the solicitation documents or exhibits, addenda and materials relative to this procurement during the advertising period, information will be posted on the VBS (<http://www.myflorida.com/apps/vbs>) as a written addenda. Any addenda issued in relation to this solicitation shall thereby become part of the final specifications and requirements.

Interested parties are responsible for monitoring this site for new, changing, or clarifying information relative to this solicitation.

### 3.5 MyFloridaMarketPlace (MFMP) Registration

Each vendor desiring to sell commodities or contractual services as defined in Section 287.012, Florida Statutes, to the State is prequalified to do so and shall register in the MFMP system.. Information about the registration process is available, and registration may be completed, at the MFMP website: [Vendor Information Portal](#). 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 Procurement:

- 80141500- Market research
- 80171603- Publicity and marketing advisor service
- 82101500- Print advertising
- 82101501- Billboard advertising
- 82101600- Broadcast advertising
- 82101601- Radio advertising

### 3.6 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 be reached by contacting (850) 413-5519, or [FLW9@myfloridacfo.com](mailto:FLW9@myfloridacfo.com).

The awarded Vendor must have a valid W-9 on file with the DFS prior to issuance of a contract. This may be completed by the vendor post-award and is not something which FDACS will consider in determining the responsiveness of a reply.

### 3.7 Cost of Preparation

Neither the Department, nor the state of Florida, is liable for any costs incurred by a vendor in response to this ITN.

### 3.8 Instructions for Submittal

Each reply shall be prepared simply and economically, providing a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this ITN. Elaborate

bindings, colored displays and promotional material are discouraged. Emphasis in each reply must be on completeness and clarity of content. In order to expedite the review of replies, it is essential that the vendor follows the format and instructions below.

- 1) Replies may be sent by U.S. mail, courier, overnight or hand delivered to the location indicated in the Timeline. **Electronic (email/fax) submission of replies will not be accepted for the ITN.**
- 2) All replies must be submitted in a sealed envelope/package with the relevant ITN number clearly marked on the outside of the envelope/package.
- 3) It is the vendor's responsibility to assure its reply submittal is delivered to the proper place and time as stipulated in the Timeline.
- 4) Late replies will not be accepted.

### 3.9 Reply Format

The Department is accepting a combination of digital and hardcopies of vendor's replies to this ITN. **Respondents must submit six (6) digital USB flash drives, one (1) hardcopy reply marked "Original" and five (5) duplicate hardcopies** of the Written Technical Reply and all attachments when responding to this ITN. Respondents must submit a complete copy of their submission and all forms in a PDF format and hardcopies. Digital is defined as an USB flash drive. Replies shall be delivered to the Department's purchasing office before the specified deadline date/time in a sealed package(s) labeled with the contractor's name and address and the ITN number. Sequentially number all pages and organize as indicated below. Emphasis of each Reply must be on completeness and clarity of content. In order to expedite the evaluation process, it is essential that contractors follow the format and instructions contained herein.

The ITN response package must include all requested forms and information. Each section should be segregated by index TAB(s) or folders labeled as such, which will include either mandatory response forms or material for weighted criteria to be scored by the appointed evaluation team. Failure to provide all of the requested information may result in disqualification of the vendor Reply, or a zero-point score for that section. The Respondent's package should clearly identify each area, as listed below, with an index tab or other type of identification.

#### **TAB A Vendor Acknowledgement** (No Points will be awarded for Tab A)

By submission of a signature on the FDACS Acknowledgment Form, the Vendor certifies that they have read and comply with all terms and conditions contained herein. The Reply must contain the original signature of an authorized representative who can legally bind the Vendor. The product/ services offered by the Vendor will conform to the specifications of this ITN without exception.

Vendors must include **Attachment A, FDACS Acknowledgement Form** with their response.

#### **TAB B Statement of Qualifications** (50 points maximum)

1. Overview - Provide a detailed overview of your firm's experience and qualifications experience, including years in business, current projects and areas of any specialized marketing expertise. (5 points maximum)
2. Outreach Experience - Describe in detail your firm's outreach experience. List at least three (3) examples of previous outreach campaigns including a summary of each project, years as agency of record, estimated annual budget, type of activities, marketing and campaign

results. (20 points maximum)

3. Creative Development Experience - Describe in detail your firm's creative design and production experience. Provide at least three examples of previous projects, including samples of TV spots, radio spots, print ads, outdoor ads, digital ads, social media, point of purchase materials, websites and billboards. The samples may be provided on a CD, thumb-drive or via internet link. (20 points maximum)
4. Personnel - Provide the background and experience of the personnel that will be assigned to this project, include their roles and responsibilities. Provide the roles and responsibilities of any subcontractors that will be assigned to this contract. (5 points maximum)

**TAB C Past Performance/References** (15 points maximum)

The Vendor shall provide a detailed narrative of prior relevant experience conducting similar outreach and creative design projects. This narrative must include at a minimum, three (3) projects performed of a similar size and scope completed within the last five (5) years.

The Vendor shall provide names, addresses, phone numbers and email contacts of the three (3) customers for whom the Vendor have identified in this narrative on **the References/ Past Performance Form (Attachment B)**. The Department reserves the right to contact each customer reference to verify the information provided and validate the performance of the Vendor.

References must be current or former clients of the Vendor. The Department will not accept subcontractor/proposed personnel or personal references of a member of the Vendor as a substitute for customer references. Past performance with the Department will constitute a reference, whether listed or not, and will be used by the Department to determine the vendor's ability to perform services similar to those described in this ITN in a satisfactory manner. Unsatisfactory past performance with the Department will result in rejection of the ITN.

**TAB D Project Management Plan and Technical Proposal** (135 points maximum)

**Project Management Plan** (25 points maximum)

1. Include quantifiable and measurable goals for project objectives. (5 points maximum)
2. Provide a project schedule, including all timelines beginning with the contract start date through estimated completion date; (5 points maximum)
3. Provide contractor's project communication/reporting plan; (5 points maximum)
4. Provide a responsibility task matrix for contractor and the Department; (5 points maximum)
5. Provide payment schedules for each year of the contract term based upon the milestones and deliverables specified herein. (5 points maximum)

**Technical Proposal** (110 points maximum)

1. Research Proposal – Provide a detailed and comprehensive plan on how the contractor intends to conduct market research to determine how to effectively reach the target audience(s) specified herein. Describe your methods in determining the most effective

outreach activities that can be used by schools to reach the target audiences that are little-to-no-cost, user-friendly and easy to implement. (10 points)

2. Outreach Plan and Toolkit for NSLP – Provide a proposal for the statewide outreach plan and electronic toolkit as specified herein for the NSLP. The plan shall include recommended creative materials, outreach activities and an implementation strategy for the target audience specified herein. (25 points)
3. Outreach Plan and Toolkit for SBP – Provide a proposal for the statewide outreach plan and electronic toolkit as specified herein for the SBP. The plan shall include recommended creative materials, outreach activities and an implementation strategy for the target audience specified herein. (25 points)
4. Outreach Plan and Toolkit for F2S – Provide a proposal for the statewide outreach plan and electronic toolkit as specified herein for the F2S. The plan shall include recommended creative materials, outreach activities and an implementation strategy for the target audience specified herein. (25 points)
5. Outreach Plan and Toolkit for SBS – Provide a proposal for the statewide outreach plan and electronic toolkit as specified herein for the SBS. The plan shall include recommended creative materials, outreach activities and an implementation strategy for the target audience specified herein. (25 points)

**TAB E Project Fees** (No points will be awarded for Tab E)

Respondents must complete **Attachment C, Project Fees** in this tab. The budget for the project shall include all project deliverables, travel and any other incidental costs. Failure to provide the required project fees shall result in the rejection of the proposal as non-responsive.

The Department deserves the right to request an itemized/ detailed budget of the project fees during the negotiation period.

**TAB F Florida Preference Certifications** (No points will be awarded for TAB F)

When evaluating Bidder responses to solicitations where the total awarded points from two or more Bidders is equal, the Department shall determine the order of award in accordance with Sections 287.057 (12), 287.082, 287.087, 287.092 and 295.187(4), Florida Statutes.

1. CERTIFIED MINORITY BUSINESS ENTERPRISE

Pursuant to Section 287.057(12), Florida Statutes, if two equal bids are received and one bid is from a certified minority Business Enterprise, the Department must contract with the Certified Minority Business Enterprise. Bidders must provide a copy of this certification in their bid response to receive this preference.

2. 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. To be considered for the drug-free workplace program preference, bidders must provide **Attachment D, Certification of Drug-Free Workplace Program Form** that it has implemented a drug-free workplace program.

3. PREFERENCE TO CERTAIN FOREIGN MANUFACTURERS

Pursuant to 287.092, Florida Statutes, any foreign manufacturing company with a factory in the state and employing over 200 employees working in the state shall have preference over any other foreign company when price, quality and service are the same, regardless of where the product is manufactured. Bidders must provide proof in their bid response to receive this preference.

4. FLORIDA VETERAN BUSINESS ENTERPRISE OPPORTUNITY ACT PREFERENCE

Pursuant to Section 295.187(4), Florida Statutes, a state agency, when considering two or more bids, proposals or replies for the procurement of commodities or contractual services, at least one of which is from a certified veteran business enterprise, which are equal with respect to all relevant considerations, including price, quality and service, shall award such procurement or contract to the certified veteran business enterprise. Proof of certification pursuant to Section 295.187(5), Florida Statutes, shall accompany the bid. Failure to submit proof of certification will result in non-application of the preference.

**TAB G Mandatory Certifications** (No points will be awarded for Tab G)

**No Prior Involvement and Conflict of Interest**

Section 287.057(19)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to Subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a bidder who responds to a request for information from being eligible to contract with an agency."

The Department considers participation in a solicitation to be any actions related to the decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or functioning in any other advisory capacity.

The bidder shall not compensate, in any manner, directly or indirectly, any officer, agent or employee of the Department, for any act or service, which they may do, or perform, for, or on behalf of, any officer, agent or employee of the bidder. Officers, agents or employees of the Department shall not have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

The bidder shall have no interest, and shall not acquire any interest, that conflicts in any

manner, or degree, with the performance of the services required under this ITN.

Any person submitting a Reply in response to this ITN shall be required to complete the Conflict-of-Interest Statement form (**Attachment E, Conflict of Interest Statement**) with all information and signature of an official of proposing firm who is legally authorized to contract for the firm. The signed original of this form must be attached to the original Reply package.

### **Scrutinized Companies and Prohibited Business Activities**

Pursuant to Section 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

When goods or services to be provided are \$1 million or more, Section 287.135, Florida Statutes, requires the Contractor to certify that it is not 1) on the Scrutinized Companies with Activities in Sudan List; 2) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or 3) engaging in business operations in Cuba or Syria.

In order for your Reply to be considered responsive, **Attachment F, Certification Regarding Scrutinized Companies Form** must be completed and included in your Reply package. The list of Scrutinized Companies may be found at <https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>. The Department may immediately terminate any contract, as a result of this Reply, for cause if the contractor is found to have submitted a false certification.

### **3.10 Reply Evaluation**

Each Vendor shall submit a Reply that conforms to all mandatory requirements as outlined in this ITN solicitation. Replies that do not conform to the requirements, or contain material deviations from the specifications, will be rejected as non-responsive and not further reviewed. An appointed evaluation committee will utilize a point system to score each responsive reply submitted. Once the evaluation committee has concluded scoring all responsive replies, a list of responses will be tabulated in ranked order. Available points for each of the evaluation criteria are specified herein.

### **3.11 Evaluation Considerations**

The evaluation committee members shall perform the evaluation in accordance with the evaluation criteria listed in EVALUATION PROCEDURE. The evaluation committee shall recommend a ranked list of Vendor Replies, based on total awarded points per vendor.

### **3.12 Evaluation Procedure**

The evaluation committee shall utilize a point system to rank Replies based on their written technical response. Available points for each of the written technical score evaluation criteria are:

<u>Range of Points</u>	<u>Criteria</u>
------------------------	-----------------



0-50 (Tab B)	Statement of Qualifications
0-15 (Tab C)	Past Performance/References
0-135 (Tab D)	Project Management Plan and Technical Proposal

**200** **Maximum Points**

### 3.13 Presentations

The Department may begin oral presentations with the Vendor or Vendors who have a written technical score within a competitive range or ranked above a natural break.

FDACS shall evaluate and rank the responses to determine which vendor, if any, to invite for presentations/demonstrations. It is the Department's intent to invite respondents scoring within a competitive range or above the natural break to the oral presentations/demonstrations; however, the FDACS reserves the right to invite additional respondents to oral presentations if determined to be in the best interest of the state. Oral presentations/demonstrations may include a question-and-answer session.

The purpose of this activity is to provide substantiating information and demonstrated performance to support the Vendor's written Reply content. No part of the oral presentations / demonstrations will serve to relieve the Vendor of any quality or performance as required under the resulting Contract.

Please note that any video conference / webinar event will be hosted by the proposing Vendor. Vendors will be instructed to provide technical capabilities and/or requirements for the in-person, conference or webinar presentation(s) upon receipt of an appointment request issued by FDACS.

Pursuant to section 286.0113 (2)(b)(1), oral presentations as part of this competitive solicitation are exempt from public meeting requirements. A complete recording of this presentation will be made available, as well as any materials presented or received, at the completion of the procurement process in accordance with Chapter 119, Florida Statutes.

### 3.14 Negotiation Process

Negotiation, as described in this Section, is designed to determine which Vendor and Reply will provide the best value to the state. The order in which negotiations with the Vendor(s) commence will be determined according to the best interest of the Department. The Department may select one or more vendors within the competitive range with which to commence negotiations. Should the Department be unable to negotiate a satisfactory contract with any of the Vendors(s) scored within the competitive range, negotiations may continue with any or all other Vendors, if any, submitting responsive Replies. The Department reserves the right to negotiate with one, more, or none of the Vendor(s). Negotiations may continue until an agreement is reached or all Replies are rejected.

Negotiation Sessions resulting from this ITN will be conducted virtually. The participating Vendor shall have a representative present during negotiation meetings who is authorized to make binding decisions on behalf of the Vendor. It is the Vendor's sole responsibility to coordinate all parties to its Reply and to ensure that all are appropriately represented during scheduled Negotiation meetings.

### **3.15 Negotiation Sessions**

The Negotiation Committee will consist of at least three (3) persons who collectively have experience and knowledge in negotiating contracts, contract procurement and the program areas and service requirements, in which the commodities and contractual services are sought, in an effort to obtain the best overall benefit to the State. All Negotiation Sessions resulting from this ITN will be conducted via teleconference, virtually or in Tallahassee, Florida. The participating Vendor shall have a representative present during negotiation meetings who is authorized to make binding decisions on behalf of the Vendor. It is the Vendor's sole responsibility to coordinate all parties to its Reply and to ensure that all are appropriately represented during scheduled Negotiation meetings.

During negotiations, Vendor(s) may propose alternate capabilities or services that reflect the Vendor's optimal performance methodology while still complying with the other requirements of the ITN. FDACS may request changes to proposed solutions. Additionally, FDACS may consider revised pricing; Optional Technical Specifications offered in Vendors' Replies; new/additional optional commodities and services; and/or modifications to proposed technical specifications. Before award, FDACS reserves the right to seek clarifications, request Reply revisions, and request any information deemed necessary for the proper review of Replies. If FDACS is unable to reach an agreement with a Vendor on contractual issues or other issues, FDACS may eliminate the Vendor from further consideration.

### **3.16 Best and Final Offer (BAFO)**

The Negotiation Committee may request a BAFO from one or more Vendor with which negotiations are conducted. Based upon the negotiation process, the BAFO may contain a revised scope, negotiated terms and conditions, price terms, etc.

### **3.17 Contract Award**

The Negotiation Committee will select which Respondent(s) to submit for Contract recommendation. The FDACS will make a final determination as to which Response(s) constitute the best overall value to the State, based upon the requirements set forth in this ITN.

### **3.18 Public Records**

Any and all documents submitted in response to this ITN shall be considered public record pursuant to Chapter 119, Florida Statutes.

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

An entire page or paragraph in which such information appears should not be marked "EXEMPT", "confidential" or "trade secret" unless the entire page or paragraph consists of such confidential information. Only the confidential portions(s) should be identified and marked. Vendors are to indicate where confidential information begins and ends. It will be the responsibility of the Vendor to defend the confidentiality of its trade secrets through the judicial process.

The FDACS takes its public records responsibilities under Chapter 119, Florida Statutes, and Article I, Section 24 of the Florida Constitution, very seriously. If a Vendor 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 Vendor must also provide Department with a separate "Redacted Copy" of its Reply on a USB flash drive, at the time of Reply submission.

This Redacted Copy should contain solicitation name, number and the name of the Responding Vendor on the cover and should be clearly titled "Redacted Copy." The Redacted Copy must be provided to the Department at the same time the Vendor submits its Reply and must only exclude or obliterate those exact portions which are exempted by law from public disclosure.

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

### **3.19 Replies Opening**

Replies are due, and will be publicly opened, at the time date, and location specified in the Timeline. Vendor responses received late (after the due date and time) will not be accepted, nor considered, and modification by the vendor of submitted replies will not be allowed, unless the Department has made a request for additional information. Department staff will not be held responsible for the inadvertent opening of a response if it is not properly sealed, addressed, or identified.

### **3.20 Less Than Two Responsive Replies**

In the event that FDACS receives less than two (2) Responsive Replies, the Department reserves the right to negotiate the best terms and conditions with the single Responsive Vendor pursuant to 287.057(6) Florida Statutes.

### **3.21 Reply Rules for Withdrawal**

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

### **3.22 Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds Tie Bids**

Any person submitting a response to this ITN MUST execute the enclosed form FDACS-01522, **Attachment G, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds** and enclose it with his/her reply. The Certification for Lobbying is required for expenditures \$100,000 and above. The Certification for Debarment and Suspension and Other Responsibility Matters is required for expenditures \$25,000 and above.

### **3.23 Disqualification of Reply**

More than one Reply 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 Reply for the same work will cause the rejection of all Replies in which such Respondents are believed to be interested.

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

### **3.24 Rejection of Replies**

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

### **3.25 Protest Procedures**

Pursuant to Section 120.57(3), Florida Statutes, 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. Filings received after regular Business Hours (8:00 a.m. to 5:00 p.m., ET) will be filed the next business day. Failure to file a protest within the time prescribed in Section 120.57(3), 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.

## **SECTION 4.0 SPECIAL CONDITIONS**

### **4.1 Contract Terms and Conditions**

A draft Contract is provided as **Attachment H, Contractual Services Agreement- Draft**. By submission of a response, Vendors agree to the State of Florida contract conditions set forth therein. In the case of conflict between the PUR1000 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.

This document does not need to be returned with your Reply. Respondents must not submit additions, objections, or modifications with their Reply submission. This ITN, the successful Vendor's Reply and Vendor's Best and Final Offer received (if applicable) and addendums will be incorporated into the Contract.

### **4.2 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 vendor 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.

### **4.3 Renewal**

The contract awarded as a result of this ITN will be eligible for three (3), one year renewals contingent upon satisfactory performance of the Contractor.

**4.4 Liquidated Damages**


In the event the work is not completed on the completion date which is not related to a force majeure event or at no fault of the Contractor, and inasmuch as failure to complete the project within the time fixed in the contract will result in substantial injury to the Department, and as damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that, if the project is not completed within the fixed time, the contractor shall pay to the Department, as liquidated damages for such delay and not as a penalty, one hundred dollars (\$100) for each calendar day elapsing between the date fixed for completion and the actual date of completion.

**4.5 Independent Capacity of Contractor**

The contractor, its officers, agents and employees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the state.

## ATTACHMENT A

### ACKNOWLEDGEMENT FORM

	<p><b>FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES</b></p> <p><b>INVITATION TO NEGOTIATE</b></p>
Agency Release Date: February 4, 2022	<p><b>SUBMIT REPLY TO:</b> Florida Department of Agriculture and Consumer Services Procurement Office Telephone Number: (850) 617-7181</p>
<p><b>Solicitation Number:</b> ITN FNW 21 22 55</p>	<p><b>Solicitation Title: OUTREACH AND CREATIVE SERVICES</b></p>
Reply Due: March 21 2022 @ 5:00 P.M. ET	
<p><b>**Bidder Name:</b></p>	
<p>**If a fictitious name is used, include registered name (i.e. XYZ, Inc. DBA ABC)</p>	
<p><b>Bidder Mailing Address:</b></p>	<p>*Authorized Signature (Manual)</p>
<p><b>City, State, Zip:</b></p>	
<p>Phone Number:</p>	<p>*Authorized Signature (Type), Title</p>
<p>Toll Free Number:</p>	<p>*This individual must have the authority to legally bind the Bidder to a contractual obligation. By submission of a signature on the response, the Bidder certifies that they comply with all terms and conditions contained herein.</p>
<p>Fax Number:</p>	
<p>Email Address:</p>	
<p>FEID Number:</p>	
<p>Type of Business Entity (Corporation, LLC, partnership, etc.):</p>	
<p><b>BIDDER CONTACTS:</b> Provide the name, title, address, telephone number, and email address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.</p>	
<p><b>PRIMARY CONTACT:</b></p>	<p><b>SECONDARY CONTACT:</b></p>
<p>Contact Name, Title:</p>	<p>Contact Name, Title:</p>
<p>Address:</p>	<p>Address:</p>
<p>Phone Number:</p>	<p>Phone Number:</p>
<p>Fax Number:</p>	<p>Fax Number:</p>
<p>Email Address:</p>	<p>Email Address:</p>

## ATTACHMENT B



Florida Department of Agriculture and Consumer Services  
Bureau of General Services

NICOLE "NIKKI" FRIED  
COMMISSIONER

### REFERENCES

As per the requirements of ITN special condition References, each bidder is required to submit the names, addresses, and telephone numbers for a minimum of three (3). References shall be listed below. In order for your Reply to be considered responsive this form must be completed and included in your response package.

1. CLIENT COMPANY NAME: \_\_\_\_\_

CLIENT PROJECT TITLE: \_\_\_\_\_

POINT OF CONTACT: \_\_\_\_\_

TELEPHONE NUMBER: ( ) \_\_\_\_\_ EMAIL: \_\_\_\_\_

2. CLIENT COMPANY NAME: \_\_\_\_\_

CLIENT PROJECT TITLE: \_\_\_\_\_

POINT OF CONTACT: \_\_\_\_\_

TELEPHONE NUMBER: ( ) \_\_\_\_\_ EMAIL: \_\_\_\_\_

3. CLIENT COMPANY NAME: \_\_\_\_\_

CLIENT PROJECT TITLE: \_\_\_\_\_

POINT OF CONTACT: \_\_\_\_\_

TELEPHONE NUMBER: ( ) \_\_\_\_\_ EMAIL: \_\_\_\_\_

## ATTACHMENT C

### PROJECT FEES

**Year 1 (10/1/2022 – 9/30/2023)**

- Market research for all specified child nutrition programs.
- NSLP Outreach Plan and Toolkit.
- SBP Outreach Plan and Toolkit.
- F2S Outreach Plan and Toolkit.
- SBS Outreach and Toolkit.
- Year-End Reporting.

\$ \_\_\_\_\_

**Year 2 (10/01/2023 – 9/30/2024)**

- SBP Outreach Plan and Toolkit.
- Evaluation and continued implementation of NSLP.
- Evaluation and continued implementation of SBP.
- Evaluation and continued implementation of F2S.
- Evaluation and continued implementation of SBS.
- Year-End Reporting.

\$ \_\_\_\_\_

**Year 3 (10/01/2024 – 9/30/2025)**

- Evaluation and continued implementation of NSLP.
- Evaluation and continued implementation of SBP.
- Evaluation and continued implementation of F2S.
- Evaluation and continued implementation of SBS.
- Year-End Reporting.

\$ \_\_\_\_\_

**GRAND TOTAL**

\$ \_\_\_\_\_

*By affixing signature to Attachment C- Project Fees, bidder agrees to honor the pricing listed above and acknowledges any addenda (if applicable) contained in this Invitation to Negotiate.*

VENDOR/CONTRACTOR NAME: \_\_\_\_\_

SIGNATURE (MANUAL): \_\_\_\_\_

SIGNATURE (PRINTED): \_\_\_\_\_





## ATTACHMENT D

Florida Department of Agriculture and Consumer Services  
Bureau of General Services  
**DRUG-FREE WORKPLACE PROGRAM - BIDDER CERTIFICATION**

NICOLE "NIKKI" FRIED  
COMMISSIONER

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which 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 received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. 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

FDACS-01218 09/12

## ATTACHMENT E



Florida Department of Agriculture and Consumer Services  
Bureau of General Services

### CONFLICT OF INTEREST STATEMENT

NICOLE "NIKKI" FRIED  
COMMISSIONER

I, \_\_\_\_\_, as an authorized representative of \_\_\_\_\_, certify that no member of this firm, nor any person having interest in this firm, have been awarded a contract by the Florida Department of Agriculture and Consumer Services on a non-competitive basis to:

- (1) Develop this Invitation to Negotiate (ITN);
- (2) Perform a feasibility study concerning the scope of work contained in this ITN; or
- (3) Develop a program similar to what is contained in this ITN.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
ITN Number

# ATTACHMENT F



Florida Department of Agriculture and Consumer Services  
Division of Administration

## CERTIFICATION REGARDING SCRUTINIZED COMPANIES

NICOLE "NIKKI" FRIED  
COMMISSIONER

Certification Regarding Scrutinized Companies that Boycott Israel List and Engage in a Boycott of Israel	
<p>I, _____ (Enter Name of Authorized Representative), as the authorized representative of _____ (Enter Legal Name of Contractor), (the "company") hereby certify that, the company has reviewed Section 287.135, Florida Statutes, and certify the company:</p> <ol style="list-style-type: none"><li>1. Is not listed on the Scrutinized Companies that Boycott Israel list or</li><li>2. Does not participate or engage in a boycott of Israel.</li></ol> <p>The List of Scrutinized Companies that Boycott Israel can be located on the State Board of Administration of Florida's website at <a href="https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx">https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx</a></p> <p>I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the Company to civil penalties, attorney's fees and other penalties and consequences as provided by Section 287.135, Florida Statutes.</p>	
Signature of Authorized Representative:	Date:

Certification Regarding Scrutinized Companies List And Business Operations in Cuba/Syria	
<p>I, _____ (Enter Name of Authorized Representative), as the authorized representative of _____ (Enter Legal Name of Contractor), (the "company") hereby certify that, the company has reviewed Florida Laws Chapter 2018-52 (revising Section 287.135, Florida Statutes) and Section 287.135, Florida Statutes, and certify the company:</p> <ol style="list-style-type: none"><li>1. Is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and</li><li>2. Does not have business operations in Cuba or Syria.</li></ol> <p>The Scrutinized List of Prohibited Companies can be located on the State Board of Administration of Florida's website at <a href="https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx">https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx</a></p> <p>I understand that Section 287.135, Florida Statutes, prohibits Florida state agencies from contracting for goods or services over \$1,000,000, with companies on either List or that are engaged in business operations in Cuba or Syria, and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the Company to civil penalties, attorney's fees, and other penalties and consequences as provided by Section 287.135, Florida Statutes.</p>	
Signature of Authorized Representative:	Date:

## ATTACHMENT G

Florida Department of Agriculture and Consumer Services  
Division of Administration



NICOLE "NIKKI" FRIED  
COMMISSIONER

### CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS

#### LOBBYING

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
PRINTED NAME/TITLE OF REPRESENTATIVE

\_\_\_\_\_  
CONTRACT / PURCHASE ORDER NUMBER

\_\_\_\_\_  
SIGNATURE OF REPRESENTATIVE / DATE

#### DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

\_\_\_\_\_  
PRINTED NAME/TITLE OF REPRESENTATIVE

\_\_\_\_\_  
CONTRACT / PURCHASE ORDER NUMBER

\_\_\_\_\_  
SIGNATURE OF REPRESENTATIVE / DATE

DACS-01522 Rev. 01/21



## ATTACHMENT H

Florida Department of Agriculture and Consumer Services  
Division of Administration

NICOLE "NIKKI" FRIED  
COMMISSIONER

### CONTRACTUAL SERVICES AGREEMENT

This AGREEMENT, made and entered into on \_\_\_\_\_, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and \_\_\_\_\_, the CONTRACTOR.

#### ARTICLE 1: TERM

1.1 Contract Period: \_\_\_\_\_.

1.2 Extension and Renewal.

1.2.1 Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the CONTRACTOR.

1.2.2 Contracts for commodities or contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the CONTRACTOR. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3)(a) and (c), Florida Statutes, may not be renewed.

#### ARTICLE 2: SERVICES

2.1 Scope of Work. The CONTRACTOR agrees to provide the following commodities and/or services:

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

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2.3 Deliverables. The CONTRACTOR must provide the following quantifiable, measurable and verifiable units of deliverables which must be received and accepted in writing by the contract manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

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2.4 Financial Consequences. Failure to meet the deliverables of this AGREEMENT shall result in a financial consequence. The CONTRACTOR shall perform all deliverables within the time frame established in this AGREEMENT. The DEPARTMENT shall reduce payment by:

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

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**ARTICLE 3: COMPENSATION & EXPENSES**

3.1 The DEPARTMENT will pay the CONTRACTOR as follows:

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3.1.1 The DEPARTMENT may make partial payments to the CONTRACTOR upon partial delivery of services when a request for such

partial payment is made by the CONTRACTOR and approved by the DEPARTMENT.

- 3.2 Travel Expenses. Justified and reasonable travel expenses which are directly and exclusively related to the services rendered under this AGREEMENT will be reimbursed in accordance with Section 112.061, Florida Statutes. Authorization for travel expenses must be specified in this AGREEMENT.
- 3.3 Invoices. Bills for services shall be submitted to the DEPARTMENT in detail sufficient for a proper pre-audit and post-audit thereof.
- 3.3.1 Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the date the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.
- 3.3.2 Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- 3.4 Transaction Fee. CONTRACTOR shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to Section 287.057(22), F.S., and any rules implementing Section 287.057, F.S.
- 3.5 Dispute Resolution. If a dispute over fees invoiced under this AGREEMENT arises, the parties shall work to resolve the dispute informally at first. Should the parties be unable to resolve the dispute informally, the DEPARTMENT and CONTRACTOR shall participate in mandatory binding arbitration.
- 3.5.1 Pursuant to Section 215.422(5), Florida Statutes the Department of Financial Services has established a Vendor Ombudsman to act as an advocate for vendors. The Vendor Ombudsman may be reached at (850) 413-5516 or by calling

the Department of Financial Services' Hotline, 1-877-693-5236.

- 3.6 Contingency. In accordance with Section 287.0582, Florida Statutes, the DEPARTMENT's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature. Payments under this AGREEMENT are further subject to the approval of the State Chief Financial Officer (Department of Financial Services).

#### **ARTICLE 4: INTELLECTUAL PROPERTY**

- 4.1 Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the CONTRACTOR nor any individual employed under this contract shall have any proprietary interest in the product.
- 4.2 With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.
- 4.3 In the event it is determined as a matter of law that any such work is not a "work for hire," 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 CONTRACTOR to create a deliverable, but which exists as work independent of the deliverable, unless the preexisting software or work was developed by 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 CONTRACTOR's products or DEPARTMENT's operation or use of 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 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 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, Florida Statutes, shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 942-3555 and fax number (850) 942-7832.
- 5.2 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), Florida Statutes, shall be purchased from the corporation identified under Chapter 946,

Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE Enterprises, 223 Morrison Road, Brandon, Florida 33511-4835, telephone number (813) 324-8700.

- 5.3 CONTRACTOR acknowledges and agrees that, pursuant to Section 287.133(2)(a), Florida Statutes, 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, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 5.4 CONTRACTOR acknowledges and agrees that, pursuant to Section 287.134(2)(a), Florida Statutes, 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 CONTRACTOR acknowledges and agrees that, pursuant to Section 287.137(2)(a), Florida Statutes, 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 CONTRACTOR acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the CONTRACTOR knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT. CONTRACTOR avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), Florida Statutes during the term of the contract, including receiving and maintaining required affidavits from subcontractors.
- 5.7 CONTRACTOR shall not discriminate on the basis of race, sex, gender identity, sexual orientation, 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 CONTRACTOR shall comply with Section 20.055, Florida Statutes.
- 5.9 CONTRACTOR represents and warrants that it has reviewed Sections 215.4725, 287.135, F.S. and is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further represents and warrants that it does not have business operations in Cuba or Syria as proscribed by Section 287.135, F.S. Failure to certify or falsely certifying compliance with Sections 215.4725 and 287.135, F.S., may subject the CONTRACTOR to civil penalties, attorney's fees, and other penalties and consequences provided for by law.
- 5.10 CONTRACTOR represents and warrants that it shall comply with the Federal Acquisition Regulation 52.204-25, prohibition on contracting for certain telecommunications and video surveillance services or equipment pursuant to the National Defense Authorization Act. Failure to comply or if the CONTRACTOR knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation

of this AGREEMENT. Subcontractors shall be verified by 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 CONTRACTOR meets the definition of "Contractor" under Section 119.0701, Florida Statutes, all documents, including papers, letters, or any other record or materials prepared pursuant to this AGREEMENT are subject to Florida's Public Records Law. 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 a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - 6.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract period and following completion or termination of the contract if the CONTRACTOR does not transfer the records to the DEPARTMENT.
  - 6.1.4 Upon completion or termination of the contract, transfer, at no cost, to the DEPARTMENT all public records in possession of the CONTRACTOR or keep and maintain public records required by the DEPARTMENT to perform the service. If the CONTRACTOR transfers all public records to the DEPARTMENT upon completion or termination of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion or termination of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from the DEPARTMENT's custodian of public records, in a format that is compatible with the information technology systems of the DEPARTMENT.

- 6.2 The DEPARTMENT shall have the right of unilateral cancellation for refusal by the CONTRACTOR to allow public access to all documents, papers, letters or other material made or received by the CONTRACTOR in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.
- 6.3 Nothing in this Article shall be considered a waiver of the provisions of Section 119.0701, Florida Statutes.

**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](mailto: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.
- 7.2.1 For cause termination shall be defined as default, breach or failure of the CONTRACTOR to fulfill any of its obligations hereunder.
- 7.2.2 Opportunity to cure. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the CONTRACTOR the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following: (i)

temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR; (ii) disallow all or part of the cost of the services not in compliance; and/or (iii) wholly or partly suspend or terminate this contract.

7.3. Obligations of parties upon termination.

7.3.1. The DEPARTMENT shall pay and/or reimburse CONTRACTOR for services satisfactorily completed in accordance with the terms and conditions outlined herein, subject to any damages sustained by the DEPARTMENT. Upon the effective date of termination, the DEPARTMENT shall have no further obligation to make any payments, other than that which became due prior to the effective date of termination or during the notice period.

7.3.2. The CONTRACTOR shall:

7.3.2.1. Stop all work, make no further changes to completed work, and place no further orders related to this AGREEMENT, except that which may be needed to wind-down the contract or may be directed by the DEPARTMENT during the notice period.

7.3.2.2. Furnish notice of termination to any and all immediate subcontractors, suppliers, licensors or partners that may be affected by this termination.

7.3.2.3. Take actions necessary, or that the DEPARTMENT may direct, for the protection and preservation of the work produced under this AGREEMENT.

7.3.2.4. Return and deliver to the DEPARTMENT its property and/or inventoried items in the possession of CONTRACTOR and/or its employees or subcontractors.

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

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

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

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

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

#### **ARTICLE 8: GENERAL PROVISIONS**

8.1 Independent Contractor. The CONTRACTOR, and any of its employees, agents, or assigns, are independent contractors and are not employees or agents of the DEPARTMENT.

8.1.1 The CONTRACTOR shall not pledge the DEPARTMENT'S credit or make the DEPARTMENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

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

8.2.1 The CONTRACTOR'S obligations under this paragraph with respect to any legal action are contingent upon the DEPARTMENT giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take

over and settle or defend any such action at CONTRACTOR's sole expense, and (3) assistance in defending the action at CONTRACTOR's sole expense. The CONTRACTOR shall not be liable for any cost, expense, or compromise incurred or made by the DEPARTMENT in any legal action without the CONTRACTOR's prior written consent, which shall not be unreasonably withheld.

- 8.3 Liability. The DEPARTMENT shall not assume any liability for the acts, omissions to act or negligence of the CONTRACTOR, its agents, servants, and employees, nor shall the CONTRACTOR disclaim its own negligence to the DEPARTMENT or any third party.
- 8.3.1 The CONTRACTOR shall maintain, during the period of this AGREEMENT, liability insurance for the services to be rendered in accordance with industry standards as appropriate.
- 8.4 Amendments. Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.
- 8.5 Entire AGREEMENT. The instrument, including any attachments, embodies the entire AGREEMENT of the parties. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.
- 8.6 Applicable Law. This AGREEMENT shall be governed by the laws of the State of Florida.
- 8.7 Severability. In the event that any one or more of the provisions of this AGREEMENT shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this AGREEMENT invalid or unenforceable and the remaining provisions hereof shall remain in full force or effect. In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.
- 8.8 Paragraph Headings. Paragraph headings contained in this AGREEMENT are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this AGREEMENT.



8.9 Compliance. CONTRACTOR shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in force, or which hereafter come into force, pertaining to the duties and obligations arising from this AGREEMENT.

8.10 Administration of AGREEMENT.

The contract manager for the DEPARTMENT is \_\_\_\_\_ and is located at \_\_\_\_\_

The contract manager for the CONTRACTOR is \_\_\_\_\_ and is located at \_\_\_\_\_

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE  
AND CONSUMER SERVICES

CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Director of Administration  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# OUTREACH AND CREATIVE SERVICES

## Respondent Checklist

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

<b>Attachment and Description</b>	
Attachment A, FDACS Acknowledgement Form	
Attachment B, References Form	
Attachment C, Project Fees	
Attachment D, Certification of Drug-Free Workplace Program Form (if applicable)	
Attachment E, Conflict of Interest Statement	
Attachment F, Certification Regarding Scrutinized Companies Form	
Attachment G, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds	
Respondent's reply (See Section 3.9)	