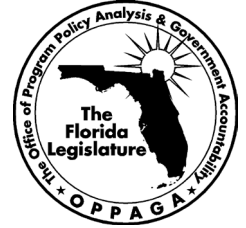




The Florida Legislature

OFFICE OF PROGRAM POLICY ANALYSIS AND GOVERNMENT ACCOUNTABILITY



Kara Collins-Gomez, Coordinator

**Office of Program Policy Analysis and Government Accountability (OPPAGA)
(6)(b) Contract for Consulting Services-Invitation to Negotiate
Neighborhood Improvement District Performance Review
Contract No. OP2401**

***PROPOSALS SHOULD BE SUBMITTED AS SOON AS POSSIBLE
OPPAGA anticipates making a recommendation on or before DECEMBER 15, 2024***

OPPAGA is seeking proposals from experienced consultants to conduct a performance review of Florida's 21 neighborhood improvement districts in accordance with s. 189.0695(3)(c), *Florida Statutes*.

Qualifications:

Proposals must show performance review experience, illustrate an understanding of performance review methodology, propose a team with subject matter and performance review expertise, and assign appropriate team members for each task. For complete information regarding the details of this procurement, please review the attached documents in their entirety.

Submittal Information:

Submitted responses must be provided electronically to oppagaprourement@oppaga.fl.gov

Award Process:

OPPAGA will negotiate with vendors as proposals are received and will recommend contracting with the vendor it comes to final terms with first. OPPAGA's recommendation will be subject to final approval by designees of the Florida Legislature.

Notice of Intent:

Consultants intending to submit a proposal for this procurement are requested to submit a notice of intent to oppagaprourement@oppaga.fl.gov indicating the date the proposal will be submitted.

Questions:

Please direct all questions to Janet Tashner, General Counsel, (850) 717-0526.

Contract for Consulting Services Reply Documents

Contract No. OP2401: Neighborhood Improvement Districts Performance Reviews

Refer to Schedule A and B of Contract OP2401 for Scope of Work and Deliverables

Please provide the following information in your reply:

I. Information Cover Sheet

A completed and signed Respondent's Information Coversheet (**Appendix A**). This document must be signed by an individual responsible for the organization's response and authorized to negotiate for the organization during the negotiation process, including binding signature authority.

II. Warranties Certifications (**Appendix B**)

III. Non-Collusion Statement (**Appendix C**)

IV. Disclosure Information (**Appendix D**)

V. Conflicts Statement (**Appendix E**)

The Contractor must complete Appendix E listing any and all personal or contractual relationships that exist or have existed within the last **three (3) years**, between the Contractor, subcontractors and their predecessor organization, with **neighborhood improvement districts** in the **state of Florida**. The form must be signed by an individual authorized to legally bind the Contractor.

Not every prior or existing contractual relationship will constitute a conflict, but the Contractor must include sufficient description of the personal or contractual relationship(s) to enable the Legislature to determine whether a conflict exists. OPPAGA, in its sole discretion, will make the final determination regarding the existence of a conflict of interest.

VI. Corporate Capabilities

This portion of the Reply should describe the Contractor's organizational experience with similar projects and demonstrate its understanding of the nature of analysis required for this project by providing the information detailed below. This section describes information requested about the Contractor's firm experience. (Contractor's individual team members' experience is addressed in Section VII.)

This portion of the Reply must include the items below.

- A description of the **current and past experience** the Contractor has that is comparable to the effort required in this project.
- A description of the Contractor organization's **internal product quality assurance system** and the name, title and contact information for their quality assurance manager who can provide additional information.

- **Business references (Appendix F)** for three (3) engagements undertaken by the Contractor organization within the past five (5) years that were *performance reviews* of comparable size and complexity to the requirements of this project. For each business reference listed, the Contractor should identify the nature of the services provided, and the **name, title, mailing address, email address, and telephone number** of persons OPPAGA may contact to verify organizational experience. Contractors shall complete the References Form in **Appendix F** to this Request to provide the contact information for its references. **Do not list OPPAGA as a reference.**

VII. Project Staffing and Organization

In this portion of the Reply, the Contractor must describe the qualifications of all individuals who will be assigned to the project. The Reply must include each individual's **experience and knowledge** to perform the Schedule A, Research Tasks and Subtasks (Research Tasks and Subtasks) they will be assigned related to the Scope of Work and Deliverables.

Desired attributes of team members include:

- **experience conducting performance reviews of government programs;**
- **experience presenting complex research findings to policymakers and the public; and**
- **experience conducting Florida legal research and analysis.**

This portion of the Reply must include the items below.

- An **organizational chart** for this project that covers the personnel assigned, including identification of subcontractors.
- The total number of **project hours** broken out by each individual assigned to the project. The hours devoted to the project must ensure that the Contractor's proposed methodology to produce each deliverable can be successfully implemented in a timely manner.
- Identification of the individual assigned as day-to-day **project manager** and a description of that individual's prior project leadership experience including any recent, significant experience similar to the scope and complexity of this project.
- Each team member's specific **role** on the project and the Research Tasks and Subtasks they will perform and their specific **related experience** in projects similar to this project.

Once individual team members are identified and accepted by OPPAGA, no changes to the staff, roles, or hours will be permitted without prior approval from OPPAGA.

VIII. Proposed Methodology and Work Plan

The proposed methodology section of the Reply is critical to demonstrating the Contractor's knowledge, experience, and understanding of the Scope of Services

requested. In this portion of the Reply, the Contractor must provide a detailed description of the proposed methodologies that will be employed to gather information and conduct the necessary analyses for this review. The Contractor's Reply must state that it will provide all services outlined and meet all requirements provided in Scope of Services of this Solicitation.

This portion of the Reply also must include the information below.

- The specific **methods**, such as surveys, interviews, focus groups, cost-benefit analyses, that will be used.
- The **primary data** that will be evaluated and the sources of the data.
- The methods that will be used to ensure the **completeness, accuracy, and reliability** of the data analyzed in the project.
- Any external and internal **benchmarks/standards** that will be used.
- Any **statistical analyses** and analytical tools, such as Excel, SPSS and SAS, that will be used.
- The methods that will be used to receive and incorporate **feedback** regarding the information in project deliverables, including statements, exhibits, conclusions, and findings.

Required Work Plan

In this portion of the Reply, the Contractor must describe the work that will be performed to gather and analyze information for the project. The Work Plan must describe the progression of project work and project milestones, including an estimate of the hours to be allocated to the various deliverables. The Work Plan should be consistent with Contractor's proposed team structure, anticipated roles, and project assignments described in response to Section VII.

This portion of the Reply must, at a minimum, include the items below.

- A detailed, well-edited, description of all fieldwork and analyses (e.g., interviews, data analyses, etc.) that will be undertaken to address **each Research Task and Subtasks** listed in Schedule A, Scope of Work, the dates and duration of any planned site visits, and the relationship of the Research Tasks and Subtasks to the completion of required deliverables.
- The **individual(s) assigned** to each Research Task and Subtasks.
- The **completion dates** for each Research Task and Subtasks.

IX. Financial Reply (Appendix G)

In this portion of the Reply, the Contractor must provide the total cost of the project. The cost submitted must be fixed and all-inclusive for meeting the requirements of this project and completing all services described in the Contractor's Reply. The Florida Legislature will not pay for travel costs.

The Contractor must utilize the Financial Reply included in Appendix G. The Contractor must complete each field of the Financial Reply, Appendix G. (The Contractor may use electronic means to complete the form.)

X. Certification of Minimum Requirements (Appendix H)

Appendix A
Information Cover Sheet

**OFFICE OF PROGRAM POLICY ANALYSIS
AND GOVERNMENT ACCOUNTABILITY
State of Florida Legislature**

*Neighborhood Improvement Districts Performance Reviews
OP2401*

Company (Contractor) Name:

Company Type (Corporation, LLC, etc.):

Principal Address:

City: State: Zip Code:

FEID No.:

Website URL:

Contract Manager:

Contract Manager Address:

City: State: Zip Code:

Email Address: Telephone No.:

Legal Notice Contact Name:

Address:

City: State: Zip Code:

Email Address: Telephone No.:

**CONTRACTOR AGREES TO THE TERMS OF CONTRACT OP2401 THROUGH
SUBMISSION OF THIS PROPOSAL AND SIGNATURE BELOW**

Authorized Representative: _____
(Owner or Authorized Corporate Officer/Title)

Signature: _____
(Owner or Authorized Corporate Officer)

Appendix B
Warranties Certifications

- The Contractor is registered to do business in the State of Florida with the Florida Department of State, Division of Corporations.
- The Contractor or any other organization associated with the Reply is not currently under suspension or debarment by the State or any other governmental authority.
- To the best knowledge of the person signing the Reply, the Contractor, its affiliates, its subsidiaries, its directors, its officers, or employees of any other organization associated with this Reply are not currently under investigation by any governmental authority and have not in the last ten years been convicted or found liable for any act prohibited by law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract.
- To the best knowledge of the person signing the Reply, the Contractor, its affiliates, its subsidiaries, its directors, its officers or employees of any other organization associated with this Reply have no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- To the best knowledge of the person signing the Reply, the Contractor, its affiliates, its subsidiaries, its directors, its officers or employees of any other organization associated with this Reply have not within the preceding three years been convicted of or had a civil judgment rendered against them or is presently under indictment for or otherwise criminally or civilly charged for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a federal, state, or local government transaction or public contract; 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.
- To the best knowledge of the person signing the Reply, the Contractor, its affiliates, its subsidiaries, its directors, its officers or employees of any other organization associated with this Reply have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

Name of Contractor _____

Signature _____

Printed or Typed Name _____

Appendix C
Non-Collusion Statement

I certify that this Reply is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Reply for the same services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Reply and certify that I am authorized to sign this document for the organization and that the organization is in compliance with all requirements of this Reply including, but not limited to, certification requirements.

Organization: _____

Signature: _____

(Authorized Officer)

Name: _____

(Printed or typed name)

Appendix D
Disclosure Information

Upon reasonable inquiry, the organization discloses, on the lines below:

That the following identified owner, officer, director, employee, agent or lobbyist who is/was a current or former member, officer or employee of the Florida Legislature or any of its units and was, is, or will be significantly involved in preparing or approving the services in this proposed contract, representing the interests of the organization regarding this proposed contract, or doing the work covered under this proposed contract.

Name: _____ Title: _____

Name: _____ Title: _____

That the following identified current or former member or employee of the Florida Legislature owns, directly or indirectly, an interest of five percent (5%) or more of the total assets or capital stock in the company.

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

If none, check here _____

Name of Contractor: _____

Name of Corporate Office: _____

Signature of Corporate Officer: _____

Title or Position: _____

Telephone: _____ Date: _____

Appendix E
Conflicts Information

List all personal or contractual relationships that exist or have existed within the last three (3) years, between the Contractor, subcontractors, and their predecessor organizations, with **neighborhood improvement districts** in the **State of Florida**:

If none, check here _____

Name of Contractor: _____

Name of Corporate Office: _____

Signature of Corporate Officer: _____

Title or Position: _____

Telephone: _____ Date: _____

**Appendix F
References**

Do not list OPPAGA as a reference

Client 1: _____

Contact Person and Title: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

Type and Duration of Service: _____

Dates of Services: _____

Client 2: _____

Contact Person and Title: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

Type and Duration of Service: _____

Dates of Services: _____

Client 3: _____

Contact Person and Title: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

Type and Duration of Service: _____

Dates of Services: _____

Appendix H
Certification of Minimum Requirements

The Contractor must complete the certification by putting an "X" in the appropriate box.

Minimum Requirements	Yes	No
Contractor asserts that it shall complete each task and subtask outlined in Schedule A, Scope of Work		
Contractor asserts that it shall meet the requirements and deadlines for each deliverable as identified in Schedule B.		

I hereby certify that the entity meets the Minimum Requirements as stated above.

By: _____

Date: _____

Contract for Consulting Services
Neighborhood Improvement Districts Performance Reviews
Contract Number OP2401

This Contract is between the Florida Legislature (Legislature) on behalf of the Office of Program Policy Analysis and Government Accountability (OPPAGA) and <Company Name>, a <state registered> <business type: corporation, partnership, LLC, etc.> registered to do business in Florida, with a principal address of <address of contractor> (Contractor) (collectively, the “Parties”). An OPPAGA designee shall act as the Legislature’s Contract Manager (LCM).

The purpose of this Contract is to acquire the services of an independent consulting firm to fulfill the requirements of s.189.0695(3)(c), *Florida Statutes*. The Legislature requires a Contractor to **conduct a performance review of each of the 21 neighborhood improvement districts**, more fully described in the attached Scope of Work, Schedule A, and Deliverables, Schedule B.

1. Contract Documents

This Contract between the Legislature and the Contractor is comprised of this document and the following documents that are integrated into and made part hereof. If there is a specific, direct, and irreconcilable conflict between any two or more provisions contained in this document and the component Schedules and Appendices, the conflicting provisions will be given the following precedence:

1. Contract for Consulting Services and attachments, including
 - i. Appendix I: Florida Legislature Payment Policy, Joint Policies and Procedures of the Presiding Officers
 - ii. Schedule A: Scope of Work
 - iii. Schedule B: Deliverables
 - iv. Schedule C: Report Structure
2. Contractor(s) submitted quote and proposal dated <date of contractor’s quote>

2. Consultant Services and Deliverables

The Consultant Services include the services described in Schedule A and deliverables described in Schedule B. The Contractor agrees that the designated members of its proposed team shall continue to be the members on this project team for the duration of this Contract, unless the Contractor requests and the LCM approves a substitution of another team member to this Contract in writing. The Contractor will designate a Project Manager to act as the project team lead to coordinate with the LCM. The Project Manager for this Contract is <name, title, address, email, phone>.

3. Term

The Contract shall become effective upon execution and shall continue in effect until **May 31, 2026**, unless terminated, amended, or extended before that date according to the provisions herein.

4. Consideration

In consideration of the performance of the services described in this Contract, the Legislature agrees to pay and Contractor agrees to accept a deliverable-based fixed total payment of < **\$X** > representing the Fixed Cost, except as otherwise provided herein, in full settlement for the work of **Deliverables 1-6** described in this Contract. This sum shall be payable upon receipt and approval of deliverables, as described in Schedule B and the schedule below. *The payment schedule below supersedes any payment terms contained in the attachments to this Contract.*

In consideration of the performance of the optional deliverable services performed in this Contract, the Legislature agrees to pay and the Contractor agrees to accept a fixed total payment as described in Schedule B and the schedule below. OPPAGA will notify the Contractor in writing whether and how many optional **Deliverable 7a** and **7b** appearances will be required. Once the optional deliverables are approved in writing and the Contractor has satisfactorily performed the deliverable, the Contractor will submit an invoice for payment in addition to the deliverable-based fixed cost described above, in accordance with the schedule below, not to exceed **\$X**, in additional costs.

PAID DELIVERABLES	DESCRIPTION	DUE DATE	INVOICE AMOUNT
Deliverable #2	Preliminary Messages Documents	March 24, 2025	
Deliverable #3	Draft Reports and Draft Capping Report	June 2, 2025	
Deliverable #5	Final Reports and Final Capping Report	August 4, 2025	
Deliverable-based Fixed Cost			
Optional Deliverable #7a	Legislative Briefings: Maximum of 4 calls		<\$x each > <no more than \$x total for four>
Optional Deliverable #7b	Legislative Testimony: Maximum of 2 appearances		<\$x each> <no more than \$x total for two>
Total Not to Exceed Cost of All Optional Deliverables			
Maximum Total			

5. Time is of the Essence

The Parties agree that time is of the essence in the completion and performance of Contractor's duties and obligations hereunder. The Contractor must notify the LCM within 48 hours if an entity refuses to provide requested information or is otherwise nonresponsive to the Contractor's information requests.

6. Termination for Convenience

The Legislature may terminate the Contract, in whole or in part, upon written notice to the Contractor. The Legislature shall reimburse the Contractor for fees and costs actually incurred for authorized services satisfactorily performed prior to the notice of termination.

7. Termination for Cause and Remedies of the Legislature

Any one or more of the following events shall constitute an Event of Default on the part of the Contractor.

- a. Contractor fails to provide the Consultant Services as required under the Contract;
- b. Contractor discontinues the performance of the work required under the Contract;
- c. Contractor fails to promptly pay any and all taxes or assessments imposed by and legally due to any state or federal government;
- d. Contractor makes or has made a material misrepresentation or omission in any materials provided to the Legislature;
- e. Contractor commits any material breach of the Contract; or
- f. Contractor refuses to allow public access to all documents, papers, letters, or other material after a determination by OPPAGA that certain records are public record, pursuant to section 25 contained herein.

Upon the occurrence of an Event of Default on the part of the Contractor, the Legislature is entitled to one or more of the following remedies:

- a. Equitable Relief
- b. Monetary Damages (including any re-procurement costs)
- c. Termination of Contract

8. Choice of Law and Venue

The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the Parties waive any right to jury trial.

9. Availability of Funds

The performance of the Contract shall be subject to and contingent upon the availability of funds lawfully appropriated by and to the Legislature and applicable for the purpose of the services specified.

10. Payment Terms

Payment will be made after receipt of a correct invoice from the Contractor and approval by the Legislature in accordance to Payment Policy of the Florida Legislature Joint Policies and Procedures of the Presiding Officers, attached hereto and incorporated herein as Appendix I. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices will not be presented for any Deliverable until the Contractor completes all terms of the Deliverable *<for each district>* and receives the written approval of the Deliverable by the LCM.

Acceptance of Deliverables will be dependent upon Contractor’s demonstration that the Contractor has incorporated the LCM’s comments and edits through resubmission of the Deliverable to the LCM and written approval of the Deliverable by the LCM. Deliverable resubmissions are due to the LCM within 48 hours of receiving the LCM’s comments and edits.

OPPAGA shall be billed upon completion and written acceptance by the LCM of the Deliverables below, as identified in Schedule B.

DELIVERABLE	PAYMENT AMOUNT
#2 Preliminary Messages Document	25% fixed cost
#3 Draft Reports and Draft Capping Report	25% fixed cost
#5 Final Reports and Final Capping Report	50% fixed cost

11. Florida Substitute Form W-9

A completed Substitute Form W-9 is required from Contractors doing business with the State of Florida. The Contractor must register as a vendor with the State of Florida, Department of Financial Services. The registration and requirements for registering and submitting electronically a Substitute Form W-9 are available at <http://flvendor.myfloridacfo.com>.

12. Project Timeline

DATE	DELIVERABLE
Within 7days of contract execution	#1 Project Commencement
March 24, 2025	#2 Preliminary Messages Documents
June 2, 2025	#3Draft Reports and Draft Capping Report
July 14, 2025	#4 Transmittal of the Draft Report to the District
August 4, 2025	#5 Final Reports and Final Capping Report
<Biweekly	#6 Routine Updates

13. Performance Guarantee

The Parties agree that time is of the essence in the performance of services in this Contract. Any delay in the performance of the Deliverables as contained in the Contract can have a negative impact on the activities and functions of the Legislature. The Contractor acknowledges that untimely performance will damage the Legislature but by their nature, such damages are impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining the amount of damages will be multiple and complex, and will be dependent on many and variant factors, proof of which would be burdensome and require lengthy and expensive litigation, which the Parties desire to avoid. Accordingly, the Parties agree that it is in the Parties’ best interest to agree upon a reasonable amount of damages that are not intended to be a penalty but are solely intended to compensate for unknown and unascertainable damages and serve as a

guarantee of the performance by the Contractor. The LCM may waive the payment of any performance guarantee.

- If the Contractor fails to submit **any Deliverable** by the dates outlined in paragraph 12, or submits a Deliverable deemed incomplete by the LCM, it shall pay **\$1,000** for every calendar day until the Deliverable is acknowledged as received by the LCM. Any Deliverable received after **6PM** Eastern Time on the Deliverable due date will be considered late unless an alternate Deliverable schedule was previously agreed upon in writing by the LCM and the Contractor.
- If the Contractor fails to submit a Deliverable resubmission within **48 hours** of receiving the LCM's comments and edits in accordance with paragraph 10, it shall pay **\$1,000** for every calendar day until the Deliverable is resubmitted unless an alternative Deliverable resubmission schedule was agreed upon in writing.

Notwithstanding anything to the contrary, the Contractor will not be assessed any performance guarantee to the extent any such delays in the above-noted Deliverables is due to the acts or omissions of the Legislature or Force Majeure, which includes natural disasters like hurricanes, floods, or other "acts of God," war, terrorism or threats of terrorism, civil disorder, labor strikes or disruptions, fire, disease or medical epidemics or outbreaks, curtailment of transportation facilities preventing or delaying travel, or other emergency beyond the Parties' control.

14. Insurance

The Contractor shall not commence any work in connection with this Contract until it has obtained all of the appropriate insurance coverage to adequately protect the Legislature from any and all liability and property damage hazards which may result from the performance of the Contract, including errors and omissions insurance for the willful or negligent acts or omissions of any officers, employees, or agents of the Contractor. Furthermore, all insurance shall be with qualified insurers duly licensed to transact business in this state. The Legislature shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance. Upon request, the Contractor shall furnish the Legislature an insurance certificate, demonstrating that all of the appropriate coverages are fully in effect.

15. Indemnification

The Parties agree that 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 Legislature and its officers, agents, and employees from suits, actions, damages and costs of every name and description, including attorney's 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, but only to the extent attributable to, the Contractor, its agents, employees, partners or subcontractors to the fullest extent allowed by Florida law.

16. Limitation of Liability

Neither the Legislature nor the Contractor is liable to each other for special, indirect, punitive, or consequential damages, even if the party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Legislature may, in addition to other remedies available to it at law or in equity and upon notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. The Legislature may set off any liability or other obligation of the Contractor under any contract with the Legislature.

17. Subcontractors or Third Party Contractors

This Contract was premised upon the evaluation and the reliance of the Florida Legislature on the Contractor, its proposed staffing and expertise for this Contract, including its subcontractors, through a competitive solicitation process. Therefore, this Contract, or any portion thereof, shall not be assigned or further subcontracted without the prior written approval of the LCM. However, no subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract, and despite any such subcontract, the Florida Legislature shall conduct its business through the Contractor, who shall retain the legal responsibility for performing the Contractor's obligations, including payments to its subcontractors.

18. Representations

Contractor understands that any misstatements or lack of candor by Contractor about the qualifications or availability of it or its personnel constitutes a breach of the resulting Contract and may be grounds for immediate termination of Contractor's services by the Legislature. Contractor represents further that it has had the opportunity to seek counsel and is not under duress from the Legislature or any other person.

19. Taxes

The Legislature does not pay any state or federal taxes and all fees are exclusive of any taxes.

20. Waivers

The Legislature shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver are in writing and signed by the Legislature. No delay or omission on the part of the Legislature in exercising any rights or remedies shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any right or remedy on future occasions.

21. Prohibition Against Assignment

This Contract may not be assigned by the Contractor, in whole or in part, except by prior written authorization by the LCM.

22. Warranties

The Contractor warrants that it is qualified and possesses the requisite skills, knowledge, experience and necessary staff to provide the services as stated in this Contract. The Contractor shall devote such time and effort to the performance of the services as may be necessary to satisfactorily complete the Services as authorized herein. The Contractor agrees that its performance of any other services during the Contract Term will not interfere with the faithful and timely performance of this Contract.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to s. 287.133, *Florida Statutes*, or on any other similar list maintained by another state or the federal government. The Contractor shall immediately notify the Legislature in writing if its ability to perform is compromised in any manner during the term of the Contract.

The Contractor warrants that the Services will be provided in a professional manner and in accordance with the standards generally observed in the industry for similar services and will be provided with reasonable skill and care. The Contractor warrants that it shall use reasonable endeavors to maintain continuity in its staff engaged to provide the Services. The Contractor will use all reasonable endeavors to ensure that the Services will be free from harmful programming, scripts, virus, spyware, backdoors, or other deleterious components. The Contractor shall work with and cooperate with the Legislature's personnel and/or contractors.

23. Notices

All legal or other notices and other communications required or permitted to be given under this Contract, other than routine operational communications must be in writing and must be hand delivered, or mailed via U.S. mail or express overnight courier with a reliable system for tracking delivery, or sent via confirmed facsimile or electronic mail, addressed to the respective Parties as follows:

To Legislature: OPPAGA, Coordinator
P.O. Box 1475
Tallahassee, FL 32399-1475

OPPAGA Contract Manager, **OP2401**
P.O. Box 1475
Tallahassee, FL 32399-1475

OPPAGA, General Counsel
P.O. Box 1475
Tallahassee, FL 32399-1475

To Contractor: <Legal Notices Designee for Contractor>
< Address>
< Email>

The effective date of any notice under this Contract shall be the date of delivery or refusal of such notice, and not the date of mailing.

24. Contract Manager

The Contract Manager on behalf of the Legislature is **David Summers, Staff Director, summers.david@oppaga.fl.gov**, 111 W. Madison Street, Suite 312, P.O. Box 1475 Tallahassee, FL 32399-1475. The Contract Manager on behalf of the Contractor is <contractor name, title, and mailing address and email address>. All written and verbal approvals referenced in the Contract must be obtained from the Parties' contract managers or their designees, and all notices must be given to the Parties' contract manager.

25. Working Papers and Public Records

All records made or received by the Contractor as working papers, including drafts, or final products in conjunction with this Contract shall become the property of the Florida Legislature, OPPAGA. The Contractor is expressly prohibited from sourcing material from these records for any purpose other than as directed or approved by the LCM. Contractor will destroy confidential or sensitive project information no later than 3 years after the project completion unless otherwise required in writing by the LCM.

Other records may be public records available for inspection by the public in accordance with the provisions of s. 24, Article I of the Florida Constitution, and s. 11.0431, Florida Statutes. Pursuant to s. 11.51(4), *Florida Statutes*, OPPAGA work papers are exempt from s. 24(a), Article I of the Florida Constitution. If the Contractor receives a request for public records, the Contractor shall immediately notify the LCM of the request and shall coordinate the response with the LCM. In order to assure that records subject to any exemption are not disclosed, the Contractor shall not allow any inspection of or otherwise disclose any information found in said documents or records unless and until so directed by the LCM.

26. Other Conditions

Contractor shall not publish, release, or present to any third party any information, findings, or recommendations concerning work done or information gained under this Contract without approval by the Florida Legislature through its Contract Managers. All contacts by media concerning work done or information gained under this Contract shall be referred to the LCM for response.

27. Entire Contract

This Contract constitutes the entire understanding of the Parties and supersedes any prior contracts, written or oral, related to the same subject matter. This Contract cannot be changed except in writing by the signature of both Parties. However, reasonable changes to the deliverables due dates

may occur upon written request and justification by the Contractor and written approval by the LCM or the LCM's delegate.

28. Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same contract. Delivery of an executed counterpart of a signature page to the Contract by e-mail, facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart.

Executed at Tallahassee, Florida, on the dates shown below.

The Florida Legislature:

The Florida Senate:

The Florida House of Representatives:

By: _____

Ben Albritton, President

Date: _____

By: _____

Daniel Perez, Speaker

Date: _____

Contractor:

By: _____

(Print Name)

Title: _____

(Print title)

Date: _____

APPENDIX I

Payment Policy of the Florida Legislature Joint Policies and Procedures of the Presiding Officers

3.5 INVOICE PROCESSING PROCEDURE

The Finance & Accounting Office will perform the following actions on each invoice:

- (1) Audit each invoice, including any duplicate invoices, for compliance with the contractual agreement or purchase order and mathematical accuracy, and determine if the payment is properly authorized or not previously paid;
- (2) Record information into the State's accounting system; and
- (3) Maintain voucher files with supporting documentation, files of unpaid purchase orders, and other files as necessary to maintain adequate accounting control and documentation.

3.5.1 INVOICE PROCESSING TIME LIMITS

- (1) A voucher authorizing payment of an invoice submitted to a unit of the Legislature will be filed with the Department of Financial Services (DFS) no later than 20 days after receipt of the invoice and receipt, inspection, and approval of the goods or services, except that, in the case of a bona fide dispute, the voucher will contain a statement of the dispute and authorize payment only in the amount not disputed. Approval and inspection of goods or services will take no longer than five working days unless the bid specifications, purchase order, or contract specifies otherwise. If a voucher filed within the 20-day period is returned by DFS because of an error, it will nevertheless be deemed timely filed. For the purposes of determining the receipt of invoice date, the Legislature is deemed to receive an invoice on the date on which a proper invoice is first received in the Finance & Accounting Office. The Legislature is deemed to receive an invoice on the date the invoice was postmarked if the Finance & Accounting Office failed to annotate the invoice with the date of receipt at the time it actually received the invoice.
- (2) The Finance & Accounting Office will keep a record of the date of receipt of the invoice; dates of receipt, inspection, and approval of the goods or services; date of the voucher; and date of issuance of the warrant in payment thereof.
- (3) The Legislature may make partial payments to a contractor upon partial delivery of goods or services or upon partial completion of construction when a request for such partial payment is made by the contractor and approved by the legislative unit. Provisions of this section will apply to partial payments in the same manner as they apply to full payments.
- (4) Travel and other reimbursements to state officers and employees will be the same as payments to vendors pursuant to this section.

Schedule A
Scope of Work

Statutory charge

Section [189.0695](#), *Florida Statutes*, provides that OPPAGA may contract for performance reviews of Florida’s safe neighborhood improvement districts (districts) and district programs, activities, and functions. The 21 districts include local government neighborhood improvement districts, neighborhood preservation and enhancement districts, property owner’s association neighborhood improvement districts, and special neighborhood improvement districts. Below is a list of the districts to be reviewed.

LOCAL GOVERNMENT NEIGHBORHOOD IMPROVEMENT DISTRICTS	
1	Golden Isles Safe Neighborhood District
2	Habitat Safe Neighborhood Improvement District
3	Isles of Inverrary Safe Neighborhood Improvement District
4	Manors of Inverrary Safe Neighborhood Improvement District
5	Plantation Gateway
6	Plantation Midtown Development District
7	Sunrise Key Neighborhood Improvement District
8	Three Islands Safe Neighborhood District
9	Town of Davie Neighborhood Improvement District
10	Windermere / Tree Gardens Safe Neighborhood Improvement District
11	Gretna Neighborhood Improvement District
12	Walden Lake Community Association Local Government NID
13	Normandy Shores Local Government Neighborhood Improvement District
14	Downtown South Neighborhood Improvement District
15	Orange Blossom Trail Local Government NID
16	Pine Hills Local Government Neighborhood Improvement District
17	Atlantis Safe Neighborhood Improvement District
18	West Atlantic Avenue Neighborhood Improvement District
NEIGHBORHOOD PRESERVATION AND ENHANCEMENT DISTRICTS	
19	Sugarfoot Oaks / Cedar Ridge Preservation and Enhancement District
PROPERTY OWNERS’ ASSOCIATION NEIGHBORHOOD IMPROVEMENT DISTRICTS	
20	Steeplechase Neighborhood Improvement District
SPECIAL NEIGHBORHOOD IMPROVEMENT DISTRICTS	
21	Orlandia Heights Special Neighborhood Improvement District

State-level sources of special district information

- Florida Department of Commerce Special District Accountability Program:
 - Overview of the program: <https://www.floridajobs.org/community-planning-and-development/special-districts/special-district-accountability-program>
 - Database with information and data on special districts: <https://www.floridajobs.org/community-planning-and-development/special-districts/special-district-accountability-program/official-list-of-special-districts>
- Florida Department of Financial Services Local Government Financial Reporting Database:
 - Annual Financial Reports submitted to the department by special districts: <https://logerx.myfloridacfo.gov/LogerX/SubmittedReports>
 - Database with special district revenue, expenditure, and other data: <https://logerx.myfloridacfo.gov/LogerX/SystemReports>
- Florida Auditor General:
 - Database of audits submitted by special districts to the Auditor General: https://flauditor.gov/pages/special%20districts_efiles.html
 - Database of reports issued by the Auditor General that may include reports for special districts: <https://flauditor.gov/pages/Reports.aspx>

Definitions of critical terms used in the “Tasks” section below

Activity: A unit of work that has identifiable starting and ending points, consumes resources, and produces outputs.

Current Fiscal Year: Fiscal Year 2024-25 (10/1/2024 – 9/30/2025).

Economical: The administration of a district program or activity is economical when it minimizes the costs of resources used in performing its functions while meeting timeliness and quality considerations for those resources. A performance review that analyzes economy focuses on the costs of inputs rather than the outcomes achieved.

Effectiveness: The administration of a district program or activity is effective when it achieves the intended results. A performance review that focuses on the effectiveness of a program or activity seeks to establish a cause-and-effect relationship between the operation of the program or activity and achieving its stated objectives. Achieving the objectives does not guarantee that the program or activity was effective unless the reviewer can establish that the program or activity caused, or contributed to, the desired outcome.

Efficiency: The administration of a district program or activity is efficient when it derives the most value from available resources. A performance review that focuses on efficiency examines whether the resources used to administer a program or activity have been put to optimal or satisfactory use or whether the same or similar results could have been achieved more timely or with fewer resources.

Goal: Long-term ends toward which district programs and services are ultimately directed. Goals specify where the district desires to be in the future. Goals are client-focused and address the primary external and internal issues facing the district by stating policy intentions. Goals, whether formal or informal, are broad, issue-oriented statements that reflect the realistic priorities of the district.

Objective: District objectives are specific, measurable, intermediate ends that are achievable and mark progress toward achieving an associated goal. Objectives are clear targets for specific action and mark quantifiable interim steps toward reaching an associated goal. Objectives, whether formal or informal, are statements of intent and emphasize the results of organization actions at the end of a specific period. The development of objectives aids decision-making and accountability by focusing on outcomes. A district may have more than one objective per goal.

Performance Measure: A quantitative or qualitative indicator used to assess district performance.

Performance Standard: The expected level of performance related to a measure.

Program: A set of district services and activities undertaken in accordance with a plan of action organized to realize identifiable goals and objectives.

Public Entity: A county or municipal government; a water management district and other special district; a public K-12 school, including a charter school; a public college; and a public university.

Purpose: The result or effect that is intended or desired from a district program's operation.

Review Period: The current fiscal year (10/1/2024 – 9/30/2025) and the previous three fiscal years (10/1/2023 – 9/30/2024, 10/1/2022 – 9/30/2023, and 10/1/2021 – 9/30/2022).

Similar: Having characteristics in common, alike in substance or essentials.

Tasks

- I. **Background.** Tasks related to the examination of this issue will include, but are not limited to, the following for each safe neighborhood improvement district (district) identified in this contract. The Contractor must review the requirements for the 21 safe neighborhood improvement districts specified in Chs. [189](#) and [163.503](#), *Florida Statutes*.
 - a. The Contractor will provide information and data on the district to include
 - i. the district's purpose as provided in Ch. [163](#), *Florida Statutes*.
 - ii. the address of the principal office of the district supervisors.
 - iii. a description of the district's service area (i.e., the areas within the district's boundaries) that
 1. specifies the size (square mileage) of the district.
 2. specifies the population of the district. The population data will be based on the most recent population estimates available as of April 1, 2024, from the
 - a. Florida Office of Economic & Demographic Research (EDR) for Florida counties and municipalities; or
 - b. United States Census Bureau (e.g., county, city, tract, or block population estimate data as necessary) for a district with boundaries that include a portion of a county or municipality for which an EDR population estimate is unavailable.
 - b. The Contractor will provide information and data on the district's creation and governance to include
 - i. the initial effective date of the district;
 - ii. a citation to and description of any local regulations that may have been adopted for the district;
 - iii. for the district board of directors and advisory council, the current number of members of each body
 - c. The Contractor will provide a list of the district's programs and activities that will subsequently be described in detail in II.a.i.1. below, including the district's Safe Neighborhood Improvement Plan in accordance with [s. 163.516](#), *Florida Statutes*.
 - d. The Contractor will provide information and data (to include means, methods, frequency, and purpose of coordination and communication) for the following entities with which the district interacts:
 - i. Federal agencies;
 - ii. State agencies; and
 - iii. Public entities.
 - e. The Contractor will provide data on the district's resources for Fiscal Year 2023-24 (10/1/2023 – 9/30/2024) to include
 - i. total amount of revenues, expenditures, and long-term debt;
 - ii. number of paid full-time and part-time staff;

- iii. number of contracted staff;
- iv. number of volunteers;
- v. number of vehicles by type;
- vi. number of major equipment by type; and
- vii. number of facilities by type.

II. **Findings.** The Contractor's work will include, but is not limited to, conducting the tasks and analyses and making the required findings under each bold subheading below. If information or data is not available to complete a task or an analysis or to make a finding, the Contractor will specify the lack thereof. At a minimum, all findings will include a thorough, evaluative description of the related tasks and analyses required under each subheading below and a thorough explanation of, including the evidence and rationale for, the finding. A finding statement and a minimal summary of the details are insufficient.

a. **Service Delivery.**

- i. The Contractor will
 - 1. describe all programs and activities conducted by the district as well as the problem(s) or need(s) each program and activity was designed to address and the expected benefit(s) of each program and activity; and
 - 2. analyze the delivery of services by the district and make findings regarding whether
 - a. the services are within the scope of the district's statutory purpose and authority;
 - b. alternative methods of providing the services exist that would reduce costs or improve performance; and
 - c. revisions to the district's organization or administration would improve the efficiency, effectiveness, or economical operation of the district.
- ii. The Contractor will determine whether services similar to the district's services are provided by a public entity located wholly or partially within the boundaries of the district. If similar services
 - 1. are not provided, the Contractor will specify the lack thereof; or
 - 2. are provided, the Contractor will describe the services and the similarities and differences between the services provided by the district and the public entity. The Contractor will also compare, analyze, and describe the relative costs and efficiencies of the services as provided by the district and the public entity(ies) and make findings regarding whether the provision of the services by the district should be consolidated with the provision of the services by the public entity(ies).
- iii. The Contractor will determine the number of times the district board of directors and advisory council have met during the review period to include the months and years of such meetings and an assessment of whether those meetings were noticed and otherwise held in accordance

with the requirements in the version of s. [189.015](#), *Florida Statutes*, in effect at the time of the meeting.¹

b. Resource Management.

- i. The Contractor will
 1. describe the district's total number and type of staff (paid full- and part-time staff, contracted staff, and volunteers), salary and contracted staff costs, and historic fill, vacancy, and turnover rates for each fiscal year in the review period;
 2. determine and describe staffing trends during the review period; and
 3. determine and describe the implications of the staffing trends, if any.
- ii. The Contractor will
 1. describe the number and types of vehicles, major equipment, and facilities owned or leased by the district during each fiscal year of the review period;
 2. determine and describe trends in district vehicles, major equipment, and facilities during the review period; and
 3. determine and describe the implications of the trends in district vehicles, major equipment, and facilities, if any.
- iii. The Contractor will describe the
 1. district's revenues by source and expenditures on each district program and activity for each fiscal year in the review period (major categories of expenditures must be identified);
 2. district's current long-term debt, if any, and the purpose(s) for which such debt was incurred; and
 3. services contracted by the district during the review period and the total costs for each contracted service by fiscal year.
- iv. The Contractor will determine and describe
 1. district trends in revenues during the review period;
 2. district trends in expenditures during the review period;
 3. the implications of district revenue and expenditure trends, if any; and
 4. district cost reduction efforts, if any, within the review period to reduce costs.
- v. The Contractor will make findings regarding the sustainability of the district's revenue streams and the district's ability to have sufficient revenues to meet future expenditures.

c. Performance Management.

¹ Section [189.015](#), *F.S.* (2022), took effect on January 1, 2023, and remains in effect until amended by the Legislature in the future. Section [189.015](#), *F.S.* (2021), was effective from January 1, 2022, through December 31, 2022. Section [189.015](#), *F.S.* (2020), was in effect for the portion of the review period that occurs before January 1, 2022.

- i. The Contractor will determine and specify whether the district has a written strategic plan or other written plans for the district's future operations. If such written plan(s) does not exist, the Contractor will make findings regarding whether the development of a strategic or other type of plan would benefit the district and, if yes, describe the topics that should be included in the plan(s). If such written plan(s) exists, the Contractor will describe the plan, specify whether the district supervisors have formally approved the plan(s), and make findings regarding whether the plan(s) adequately addresses the district's present and future needs. If the written plan(s) addresses district goals, objectives, and/or performance measures and standards, the Contractor will separately address those items according to the requirements in II.c.ii. through vi. below.
- ii. The Contractor will determine whether the district has written or unwritten goals and objectives. If goals and objectives do not exist, the Contractor will specify the lack thereof or, if goals and objectives exist, the Contractor will
 1. specify whether the goals and objectives are written or unwritten;
 2. describe each goal and objective;
 3. describe whether each goal or objective applies to a particular district program or activity, the district's programs or activities generally, or otherwise; and
 4. for written goals and objectives, specify whether the district supervisors have formally approved the goals and objectives.
- iii. The Contractor will determine whether the district has written or unwritten performance measures and standards. If performance measures and standards do not exist, the Contractor will specify the lack thereof or, if performance measures and standards exist, the Contractor will
 1. specify whether the performance measures and standards are written or unwritten;
 2. describe each performance measure and standard;
 3. describe whether each performance measure and standard applies to a particular district program or activity, the district's programs or activities generally, or otherwise; and
 4. for written performance measures and standards, specify whether the district supervisors have formally approved the performance measures and standards.
- iv. The Contractor will determine and make findings regarding the extent to which each of the district's goals and objectives has been achieved during the review period. The contractor will also make findings regarding whether each of the district's current goals and objectives
 1. are clearly stated;
 2. are measurable;
 3. adequately address the district's statutory purpose;
 4. provide sufficient direction for the district's programs and activities; and
 5. may be achieved within the district's adopted budget.

- v. The Contractor will determine whether the district's performance measures and standards have been the same during each fiscal year of the review period. If not the same, the Contractor will describe the different, previous performance measures and standards and specify the fiscal year(s) of the review period in which those measures and standards applied. For the current and, if applicable, different, previous performance measures, the Contractor will make findings regarding whether each of the performance measures and standards
 - 1. was met in each of the three fiscal years between 10/1/20 and 9/30/23, and to the extent determinable based on available data, is being met in the current fiscal year;
 - 2. was or is relevant, useful, and sufficient to evaluate the effectiveness and costs of the programs and activities; and
 - 3. should be revised.
- vi. The Contractor will determine and describe factors that have contributed to any failure to
 - 1. achieve the district's goals and objectives and describe district efforts, if any, to prevent such failure in the future; and
 - 2. meet the district's performance measures and standards, and describe district efforts, if any, to prevent such failure in the future.
- vii. The Contractor will review and summarize the district's statutorily required annual financial reports and audits to be filed for each of the fiscal years in the review period. The Contractor will specify whether the reports and audits have been timely filed and will summarize all findings. The Contractor will identify any findings that have not been addressed by the district and provide the district's reasons therefor.
- viii. The Contractor will review any district performance reviews conducted and district performance feedback collected from district residents or other stakeholders, if any, during the review period. If a review or feedback does not exist, the Contractor will specify the lack thereof or, if such exists, the Contractor will summarize the review(s) and feedback and make findings regarding whether the district took or should take any action with respect to the review(s) and feedback.

III. **Recommendations.** The Contractor will make recommendations to address negative/adverse findings regarding the district and for statutory, budgetary, or program changes to improve the district's operations, reduce costs, or reduce duplication. If recommendations are not warranted, an explanation, including the rationale therefor, must be presented.

- a. Each recommendation will, at a minimum, include a description of
 - i. the information, data, and law (i.e., statutes, regulations, or other legal authority) necessary to understand the cause and effect of the issue to be addressed by the recommendation.
 - ii. the specific change to law, budgets, programs, or other matters that is proposed.

- iii. the potential benefits to be achieved by and the potential adverse consequences of the proposed change.
- iv. the fiscal impact of the proposed change if implemented (e.g., the amount of cost savings expected or the amount of additional funding needed). If additional funding is needed, a proposed source of such funding must be identified.
- v. any legal, operational, or other issue that may arise if the proposed change is implemented along with identification of potential ways to mitigate or resolve the issue.

b. Recommendations requiring

- i. legislative action will be stated as “the Legislature could consider...” Recommendations for statutory or state budgetary changes should be posed only if current law or state funding presents a particular performance barrier. Proposed statutory changes will cite the specific section of statute that would need to be amended.
- ii. district action will be stated as “the district [could or should, as appropriate] consider”

IV. Fieldwork. The Contractor must propose a plan and tentative visit schedule for fieldwork that includes two or more site visits to local government improvement districts and one site visit to each remaining district type, subject to approval by the LCM. The proposal must also address the Contractor’s plans to conduct fieldwork that includes reviewing relevant documentation and interviewing district representatives, relevant state and federal agency representatives, relevant public entity representatives, and others as appropriate.

Schedule B

Deliverables

Deliverables will be provided separately for each district under review, consisting of 21 separate reports. As the reviews progress, the Contractor will provide 21 of each deliverable – one for each district. Deliverables are subject to feedback from the legislative contract manager (LCM); such feedback may include proposed modifications or revisions, possibly in multiple rounds of edits to the Contractor to ensure the deliverables meet all contract requirements. Deliverable resubmissions are due to the LCM within 72 hours of receiving the LCM’s comments and edits. Deliverables will be provided in Word format, except where this contract requires Excel format.

Deliverable #1—Project Commencement: Within **seven business days of contract execution**, the Contractor will make initial contact with each district in writing and make initial contact with the LCM to discuss the project. The Contractor will provide the LCM electronic copies of the initial written contact with each district.

Deliverable #2—Preliminary Messages Document: The Contractor will submit an electronic version of the Preliminary Messages Document (PMD), which the Project Manager has reviewed and approved, to the LCM no later than 9:00 a.m. Eastern Time, **Monday, March 24, 2025**. The PMD is envisioned as an early draft of the report. The PMD must follow the structure specified in Schedule C, Report Structure, and include the following for each district.

- A summary or list of interviews, data analyzed, and documents reviewed by the deliverable submission date.
- Information and data addressing each item listed in Tasks I.a. through I.e. of the section titled “Tasks” in Schedule A, Scope of Work (SOW).
- Potential overall conclusions/message-related headers for each of the three major tasks in II. of the SOW (i.e., “Service Delivery,” “Resource Management,” and “Performance Management”). The conclusions must directly address the findings required in the SOW for the three major tasks.
- Summary information addressing each item listed under each of the three major tasks in II. of the SOW and preliminary findings statements and evidence for each finding required under the major tasks. Preliminary findings statements should be bulleted text and indicate the evidence source and analysis results in support of the finding.
- Preliminary recommendations that address preliminary negative/adverse findings regarding the district and for statutory, budgetary, or program changes to improve the district's operations, reduce costs, or reduce duplication. If preliminary recommendations are not warranted, an explanation, including the rationale therefor, must be presented.
- A list of any analyses, interviews, or other work not yet conducted and information or data requested but not yet received, from the district or other entities.

Deliverable #3—Draft Reports and Draft Capping Report: The Contractor will submit an electronic version of the Draft Report for each district that is organized in the manner specified in Schedule C, Report Structure, and a Draft Capping Report that the Project Manager has reviewed and approved, to the LCM no later than 9:00 a.m. Eastern Time, **Monday, June 2, 2025.**

Each Draft Report will address all items in Tasks I. through III. of the SOW and be organized as specified in Schedule C. Each finding statement required by Tasks I or II of the SOW will provide a clear overall conclusion (positive or negative/adverse) on the district's performance related to each item for which a finding is required. Narrative below the finding statement will, at a minimum, include a thorough, evaluative description of the tasks and analysis related to each item and an explanation of, including the evidence and rationale for, the finding. A finding statement and a minimal summary of the details will not meet the requirements of this deliverable.

Each Draft Report will include recommendations to address all negative/adverse findings as well as recommendations for statutory, budgetary, or program changes to improve the district's operations, reduce costs, or reduce duplication. The recommendations will address each item in Task III. of the SOW.

Each Draft Report will also include

- an executive summary that clearly and succinctly describes the information included in the report (background, findings, and recommendations) and that is presented in the same order as the report content.
- summaries of the research methods employed by the Contractor.
- documentation of the sources of information and data provided in the report. When the source is an individual, the source may be identified in the report narrative (e.g., "according to the district's executive director,") or in an endnote to the report (e.g., "ⁱJane Doe, Executive Director of the district, March 15, 2024."). All other sources of information and data must be documented in endnotes (e.g., legal citations for statutes, regulations, or other legal authority and citations using the format provided by the *Chicago Manual of Style* for documents, websites, and other sources).
- all tables, charts, and graphs that are proposed for inclusion in the Final Report in Schedule C, Report Structure.

Each Draft Report and Final Report may not exceed 25 pages in length, including the cover page and table of contents. District comments and endnotes will not be included in the page count. No appendices will be allowed. If the Contractor wishes to increase the maximum number of pages allowed for a district report, the Contractor may make a written request to and must receive written approval from the LCM.

The Draft Capping Report must provide a summary of the findings and recommendations included in the district draft reports and include the following sections: executive summary and key takeaways, background, summary of findings, and summary of

recommendations. The Draft Capping Report and Final Capping Report may not exceed 20 pages in length, including the cover page and table of contents.

The LCM will provide feedback, including any proposed modifications or revisions, to the Contractor to ensure that the Draft Report and Draft Capping Report meet the Legislature's needs and all contract requirements.

Deliverable #4—Transmittal of the Draft Report to the District: Once the LCM approves each Draft Report for feedback by the district, the Contractor will

- provide the draft to the district in pdf format with a draft watermark on every page of the documents no later than 9:00 a.m. Eastern Time, **Monday, July 14, 2025**;
- solicit feedback from the district on the accuracy and completeness of the
- key findings and recommendations contained in the Draft Report and may also negotiate on issues of tone; if needed, make edits to the Draft Report based on the district's feedback and, once the district and Contractor agree on all edits, the Contractor will resubmit the Draft Report to the LCM for review and approval.

Upon receiving written approval of each Draft Report the LCM, the Contractor must submit the Draft Report to the district for a written response. At this time, no additional comments or edits may be accepted from the district.

Deliverable #5—Final Reports and Final Capping Report: The Contractor must submit an electronic version of the Final Report for each district and the Final Capping Report, which the Project Manager has reviewed and approved, to the LCM no later than 9:00 a.m. Eastern Time, **Monday, August 4, 2025**. The Contractor must include in each Final Report any written response from the district. The district's written response, if provided, will not count against the page limit for the report. The LCM will review any suggested edits to each Final Report and the Final Capping Report based on feedback from each district and will approve such edits if necessary to address the accuracy and completeness of key findings and recommendations contained in each Draft Report. Upon receiving written final approval of each Final Report and the Final Capping Report from the LCM, the Contractor must submit an electronic version of each Final Report to the district.

Deliverable #6—Routine Updates: At a minimum, the Contractor's Project Manager will provide the LCM with bi-weekly updates on the progress of fieldwork and potential findings. The Project Manager will attend these meetings but may include other project staff as deemed necessary to provide complete information on the current status of the review. These updates will occur throughout the contract period by telephone or virtual platform such as Skype, Teams, or Zoom, at a mutually agreed upon time and will also include discussion of potential findings and concerns. Additional meetings may be held at the request of the LCM.

Optional Deliverable #7—Briefings and Legislative Testimony: Following receipt and approval of the Final Report, the LCM may, at the complete and sole discretion of OPPAGA, ask the Contractor in writing to provide briefings and/or legislative

presentations. If requested, the briefings or legislative presentations would occur sometime prior to **May 31, 2027**. The Contractor shall price this optional deliverable independently as part of its financial reply. The Legislature makes no assurances that this deliverable will be requested and will not approve expenditures incurred without prior approval.

- **7a, Briefings:** The Contractor, including all senior Contractor team members necessary to discuss report information, may be asked to provide up to six (6) conference call briefings to the Legislature. The actual number of briefings and the persons receiving those briefings shall be within the sole discretion of OPPAGA. No travel reimbursement will be provided. The itemized cost for each individual briefing and the total cost for six briefings should be presented in the financial reply.
- **7b, Legislative Testimony:** The Contractor may be asked to appear in Tallahassee, Florida to provide up to six (6) in-person presentations to legislative committees. As directed by the LCM, each presentation will address one, some, or all of the Final Reports submitted by the Contractor. Compensation for each presentation, regardless of the number of Final Reports addressed in the presentation, will be at a fixed cost that includes the Contractor's hourly rate for the Contractor's time to consult with OPPAGA regarding the presentation, to prepare for the presentation, and to attend and provide the presentation in Tallahassee, Florida. The fixed cost will include all of the Contractor's expenses, costs, and compensation for such services. The Legislature will not pay the Contractor for travel time or travel costs. The itemized cost of each presentation and the total cost for six presentations should be presented in the financial reply.

Schedule C

Report Structure

The final report for each district will include an executive summary, as described in Schedule B, Deliverables, and all items required in Tasks I. through III. of the section titled “Tasks” in Schedule A, Scope of Work (SOW). The final report will be organized in the sequence provided below using the specified headings, subheadings, and sub-subheadings. References in parentheses refer to the tasks in the SOW that must be addressed under the subheading or sub-subheading. Some sections require information or data to be included in table, chart, graph, or graphic format. The Contractor may also present other information or data in table, chart, graph, or graphic format where appropriate.

I. BACKGROUND

- a. **District Description**
 - i. Purpose (Task I.a.i.)
 - ii. Service Area (Tasks I.a.ii. and I.a.iii.1. and 4.)
 - iii. Population (Task I.a.iii.2.)
 - iv. District Characteristics (Task I.a.iii.3.)
- b. **Creation and Governance** (Task I.b.)
- c. **Programs and Activities** (Task I.c.)
- d. **Intergovernmental Interactions** (Task I.d.)
- e. **Resources for Fiscal Year 2022-23** (Task I.e.)
 - i. *Exhibit:* Include appropriate tabular representation of I.e.

II. FINDINGS

- a. **Service Delivery**
 - i. Overview of Services (Task II.a.i.1.)
 - ii. Analysis of Service Delivery (Task II.a.i.2.)
 - iii. Comparison to Similar Services/Potential Consolidations (Task II.a.ii.)
 - iv. Analysis of Board of Director and Advisory Council Meetings (Task II.a.iii.)

- b. **Resource Management**

Exhibits: Include appropriate tabular or graphic representations of II.b.i. through II.b.iv., below.

- i. Program Staffing (Task II.b.i.)
 - ii. Equipment and Facilities (Task II.b.ii.)
 - iii. Current and Historic Revenues and Expenditures (Tasks II.b.iii.)
 - iv. Trends and Sustainability (Tasks II.b.iv. and II.b.v.)

- c. **Performance Management**

Exhibits: Include appropriate tabular or graphic representations of Task II.c.i. through Task II.c.vi., below.

- i. Strategic and Other Future Plans (Task II.c.i)
- ii. Goals and Objectives (Task II.c.ii)
- iii. Performance Measures and Standards (Task II.c.iii)
- iv. Analysis of Goals, Objectives, and Performance Measures and Standards (Task II.c.iv. through Task II.c.vi.)
- v. Annual Financial Reports and Audits (Task II.c.vii.)
- vi. Performance Reviews and District Performance Feedback (Task II.c.viii.)

III. RECOMMENDATIONS

- a. **Discussion and analysis** (Task III.)
 - i. Discussion and analysis of potential changes to address negative/adverse findings, improve operations, reduce costs, and reduce duplication
- b. **Recommendations** (Task III.)
 - i. Discussion and analysis of potential changes to address negative/adverse findings, improve program operations, reduce costs, or reduce duplication
 - ii. *Exhibit:* Tabular presentation listing each recommendation and the considerations associated with each recommendation, including potential benefits, potential adverse consequences, estimated costs, and need for statutory amendments.

Recommendation text	Associated Considerations
	<ul style="list-style-type: none"> • X • \$X

IV. District Response (if received)