



ADAM H. PUTNAM
COMMISSIONER

Submit Bids to:

Florida Department of Agriculture and Consumer Services
407 South Calhoun Street - Mayo Building, Room SB-8
Tallahassee, FL 32399-0800

Telephone: (850) 617-7181

Page 1 of <u>66</u> Pages	BIDS NO. RFP/DF-10/11-30
AGENCY MAILING DATE: January 20, 2011	WILL BE OPENED MARCH 18, 2011 @ 2:00 P.M. and may not be withdrawn within 90 days after such date and time NOTICE OF INTENDED AWARD POSTING WILL BE ON OR ABOUT May 20, 2011
BID TITLE: 2011 NATIONAL URBAN AND COMMUNITY FORESTRY GRANT PROGRAM	

VENDOR NAME	AUTHORIZED SIGNATURE (MANUAL)
VENDOR MAILING ADDRESS	
CITY - STATE - ZIP	AUTHORIZED SIGNATURE (TYPED) TITLE
TELEPHONE: ()	

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer and that the Proposer is in compliance with all requirements of the Request for Proposal including but not limited to, certification requirements. In submitting a Proposal to an agency for the State of Florida, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Proposer.

GENERAL INSTRUCTIONS TO RESPONDENTS

- Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
 - "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
 - "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
 - "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
 - "Response" means the material submitted by the respondent in answering the solicitation.
 - "Timeline" means the list of critical dates and actions included in the Introductory Materials.
- General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.
- ~~**Electronic Submission of Responses.**~~ Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:
 - an electronic signature on the response, generally,
 - an electronic signature on any form or section specifically calling for a signature, and
 - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
- Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:
 - Technical Specifications,
 - Special Conditions and Instructions,
 - Instructions to Respondents (PUR 1001),
 - General Conditions (PUR 1000), and
 - Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.
- ~~**Questions.**~~ Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the

specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. **Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.
 7. **Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
 - submitting a bid on a contract to provide any goods or services to a public entity;
 - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submitting bids on leases of real property to a public entity;
 - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
 - transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.
 8. **Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
 - submit a bid on a contract to provide any goods or services to a public entity;
 - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submit bids on leases of real property to a public entity;
 - be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
 - transact business with any public entity.
 9. **Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).
 - The respondent is not currently under suspension or debarment by the State or any other governmental authority.
 - To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) 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.
 - Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
 - The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
 - The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
 - The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
 - Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted 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; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
 - The product offered by the respondent will conform to the specifications without exception.
 - The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
 - If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
 - The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
 - The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
 - All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.
10. **Manufacturer's Name and Approved Equivalents.** Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.
 11. **Performance Qualifications.** The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract. Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not

mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. **Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).
13. **Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.
14. **Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.
15. **Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.
16. **Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.
17. **Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. **Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

~~**19. Public Records.~~ Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. **Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "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."

21. **Limitation on Vendor Contact with Agency During Solicitation Period.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

*** DOES NOT APPLY TO THIS AGENCY. PLEASE REFER TO SUBMISSION INSTRUCTIONS IN THE BID DOCUMENT.**

**** DOES NOT APPLY TO THIS AGENCY. PLEASE REFER TO SPECIAL CONDITIONS IN THE BID DOCUMENT.**

(PUR 1001 - 60A-1.002(7), F.A.C.)

GENERAL CONTRACT CONDITIONS

1. **Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
 - (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
 - (b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.
 - (c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. **Purchase Orders.** In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be

- deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.
3. **Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.
 4. **Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.
 - (a) **Quantity Discounts.** Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
 - (b) **Best Pricing Offer.** During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
 - (c) **Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
 - (d) **Trade-In.** Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
 - (e) **Equitable Adjustment.** The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.
 5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.
 6. **Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.
 7. **Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
 8. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
 9. **Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
 10. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
 11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
 12. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
 13. **Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.
 14. **Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System

("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor.

Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

- 15. Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms - EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

- 16. Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.
- 17. Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.
- 18. Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary

benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State which is available at the following: <http://dls.dos.state.fl.us/barm/genschedules/gensched.htm>. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

- 19. 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 State and Customers, and their 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 Contractor, its agents, 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 State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers 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, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. 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 may at its sole expense procure for the Customer 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 the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer 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 State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

- 20. Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or

purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), 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 State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. **Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.
22. **Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
23. **Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.
24. **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no

alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. **Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.
26. **Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.
27. **Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the

purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.
29. **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.
30. **Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.
31. **Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, 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.

32. **Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed

any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. **Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.
34. **Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
35. **Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.
36. **Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
37. **Warranty of Ability to Perform.** 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 section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.
38. **Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer.

Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

- 39. Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.
- 40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.
- 41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract 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." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
- 42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

- 43. Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.
- 44. Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 45. Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.
- 46. Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 47. Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

***THIS CONDITION DOES NOT APPLY TO THIS AGENCY.**

(PUR 1000 - 60A-1.002(7), F.A.C.) 11/06

CHECKLIST

- _____ 1. The entire Request for Proposal (RFP) has been read.
- _____ 2. The **RFP Form 1001/1000** Instructions to Respondents and General Contract Conditions (Page 1 of 8) is completed and signed. Do not submit pages 2-8 of RFP document (PUR Form 1001/1000).
- _____ 3. A complete address for the Proposer in the space provided (include street address or post office box, city, zip code and telephone number.) Please note: ALL FUTURE CORRESPONDENCE WILL BE SENT TO THE CONTACT PERSON LISTED ON YOUR PROPOSAL.
- _____ 4. Conflict of Interest Statement (**Attachment B**) is completed and signed.
- _____ 5. Certifications Regarding Lobbying; Debarment; Suspension and Other Responsibility Matters for Expenditure of Federal Funds (**Attachment C**) is completed and signed.
- _____ 6. Drug Free Workplace Program (**Attachment P**) is signed.
- _____ 7. Urban and Community Forestry Proposal form (**Attachment D**) is completed and signed. Please note: ALL FUTURE CORRESPONDENCE WILL BE SENT TO THE CONTACT PERSON LISTED ON YOUR PROPOSAL.
- _____ 8. Detailed itemized budget summary (**Attachment E**) is completed.
- _____ 9. In all instances where a local government's jurisdiction is impacted by the grant project, a resolution (by the local government) indicating support for the project must be submitted with the Grant Proposal Packet (**Attachment H**).
- _____ 10. For Demonstration or Site Specific Projects, this resolution (**Attachment H**) must also state that they will execute a Maintenance Memorandum of Agreement with the Department of Agriculture.
- _____ 11. For Demonstration or Site Specific Projects along roadways, a map must be included showing both the U.S. Highway and S.R. (State Road) numbers separated by a slash (/), if both exist. If only one exists, please circle either "U.S." or "S.R." to indicate which numbers you are giving. At least three photos of the site should also be included.
- _____ 12. In conformance with Section 481.329(7), Florida Statutes, "Persons who perform landscape architectural services not for compensation, or in their capacity as employees of municipal or county governments, shall not be required to be licensed..." This means that if the required design is completed by an unpaid volunteer or an employee of municipal or county government, a Florida registered architect does not have to sign and seal the drawings.
- _____ 13. One (1) original with blue ink signature and five (5) copies of the proposal package have been submitted.
- _____ 14. Applicant has registered current Federal Employer Identification Number (FEID) and mailing address in MyFloridaMarketplace.com (see **Attachment M**) for instructions.)

**REQUEST FOR PROPOSAL
2011 NATIONAL URBAN AND COMMUNITY FORESTRY GRANT PROGRAM**

INSTRUCTIONS TO PROPOSERS

Each Proposer must complete/provide the following by the time and date listed on the form to be considered:

HOW TO SUBMIT A PROPOSAL

Proposals must be submitted in a sealed envelope to the address listed on the Form 1001/1000 Instructions. The face of the envelope shall be marked with the date and time of the proposal opening and the proposal number.

Each proposal shall be submitted in separate sealed envelopes and must contain six (6) copies (one original and five copies) of the proposal including all attachments.

1. a. These should be printed/copied on one-side only and must not exceed thirty (30) pages, including attachments. Do not submit pages 2-8 of RFP document (PUR Form 1001/1000).
- b. All attachments must be folded to a size not to exceed 8 1/2" X 11".
- c. All proposals must be complete and bound by binder clip or staple – NO rubber bands, plastic binders, or folders.
- d. All signatures on the "original" must be in blue ink.

Alternate proposals must be submitted in separate envelopes and clearly identified as proposal #2, proposal #3, etc. Failure to comply with this requirement may result in non-award of any proposal.

2. Form 1001/1000 General Instructions to Respondent's and General Contract Conditions – Complete, date and obtain a signature from the individual who is legally authorized to approve submittal of the proposal. Failure to return a signed form will cause the proposal to be ruled ineligible. **Submit only page 1 of Form PUR 1001/1000.**
3. Conflict of Interest Statement (Attachment B) – must be completed and signed.
4. Certifications Regarding Lobbying; Debarment; Suspension and Other Responsibility Matters for Expenditure of Federal Funds (Attachment C) – must be completed and signed.
5. Drug Free Workplace Program (Attachment P) – must be signed.
6. Urban and Community Forestry Grant Proposal Form (Attachment D) – Proposers must use this form. It must not be altered in format or content. This form must be completed in its entirety; the first page and the project narrative (two page maximum).
 - a. Contact information for the project manager must be included in its entirety.
 - b. The legally authorized representative for the Proposer must sign and date the form. Unsigned proposals shall cause the proposal to be ruled ineligible.
 - c. A narrative of up to two pages (size 12 font) describing the project and its benefits.
7. Budget (Attachment E) – must be completed in detail.
8. Up to five (5) letters of local support may be included as part of the proposal; at least three (3) letters are recommended. Letters of support delivered separately will be ruled ineligible.
9. Maps, photos, cost estimates and other supporting materials may be included at the end.
9. Applicants must register their current Federal Employer Identification number (FEID) and mailing address at MyFloridaMarketplace.com before a contract can be executed (see **Attachment M** for instructions). This should be done preferably before the grant submission deadline.

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- Attachment A - Notification of Vendor Ombudsman's Name and Telephone Number
- Attachment B - Conflict of Interest Statement
- Attachment C - Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds
- Attachment D - Urban and Community Forestry Grant Proposal Form 2011
- Attachment E - Budget
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- Attachment G - Example Budget
- Attachment H - Example Urban and Community Forestry Grant Resolution
- Attachment I - Example Urban and Community Forestry (U&CF) Grant Memorandum of Agreement (MOA)
- Attachment J - Example Urban and Community Forestry (U&CF) Grant Maintenance Memorandum of Agreement (MMOA)
- Attachment K - Reimbursement Summary Sheet
- Attachment L - Interim Status Report
- Attachment M - Federal Employer Identification number (FEID) registration instructions
- Attachment N - Allocation of U&CF Funds
- Attachment O - Division of Forestry Local Contacts
- Attachment P - Drug Free Workplace Program

**REQUEST FOR PROPOSAL
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
DIVISION OF FORESTRY**

2011 URBAN AND COMMUNITY FORESTRY GRANT PROGRAM

SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS

INTRODUCTION

Urban and Community Forestry (U&CF) grant funds provided through the USDA Forest Service are administered in each of the fifty states through the office of the State Forester.

The State Foresters provide national leadership for the implementation of U&CF programs at the state level. The National Association of State Foresters works closely with the USDA Forest Service, members of Congress, and national conservation organizations to provide for adequate Urban and Community Forestry funding, a responsible national U&CF policy and progressive strategies to manage and replant our nation's community forests.

The growth of our national population and the accompanying development of urban centers and the surrounding rural areas have resulted in the continual loss of natural areas and tree cover. Trees provide many benefits to people living in cities and towns including energy conservation through shade, wildlife habitat, decreased storm water runoff, cleaner air, production of oxygen, removal of carbon dioxide and increased property values. It is through these and other benefits that trees contribute to the health, safety and welfare of people living in cities and towns. Studies have shown that in our cities more trees are removed than are planted and that the average lifespan of a tree in inner city areas is only seven years.

PURPOSE

The purpose of Florida's U&CF Grant Program is to provide financial assistance to local governments, Native American Tribal Governments, volunteer groups, nonprofit organizations and educational institutions to initiate or enhance local urban and community forestry programs and improve the urban environment within the State of Florida. The State of Florida anticipates an allocation of **\$300,000** for fiscal year 2011. **However, the Division of Forestry has not received the federal funding to support this grant program at the time of issuance of this RFP, and may have to delay contract execution until these funds are received.** The primary purpose of the U&CF grant program is not beautification through tree planting, but to develop and enhance Urban and Community Forestry programs. Total funding available for demonstration or site specific tree planting projects is limited to 20% of available funds (**\$60,000**) and tree planting projects are limited to a maximum award of **\$10,000** per applicant.

The U&CF grant program is intended to help local governments, Native-American Tribal Governments, volunteer groups, nonprofit organizations and educational institutions get programs started and is not meant to be a continual funding source for staffing. The U&CF grant will only fund staffing for three grant years.

The US Forest Service has directed the Florida Division of Forestry to focus on assisting communities to strengthen their urban forestry programs in the following four core areas:

1. Active involvement by community tree boards or citizen tree advisory groups.
2. Development of urban tree management plans based on current inventory data.
3. Program oversight by qualified professional staff or professional consultant.

4. Development of a tree ordinance that will enforce community tree care standards.

Addressing these four areas will involve education of citizens, local officials, and tree care professionals. Encouraging volunteer and citizen group participation in these activities is also a key to program success. Some demonstration areas to show good urban forestry practices are also helpful, and will be funded to a limited extent under this grant program.

Copies of the Urban and Community Forestry Grant Program Request for Proposal may be obtained by contacting: Department of Agriculture and Consumer Services, Purchasing Office, Mayo Building, Room SB-8, Tallahassee, Florida, 32399-0800, (850) 617-7181. It can also be downloaded from the Division of Forestry website, www.fl-dof.com.

SCOPE

Florida's Urban and Community Forestry Grant Program is part of the Forestry Title of the 1995 Farm Bill passed by the 107th Congress. Section 589.28, Florida Statutes authorizes the Florida Department of Agriculture and Consumer Services (hereafter referred to as FDACS or Department) to cooperate with local governments to promote the planting and protection of trees to improve the beauty and livability of urban environments within the State of Florida.

DEFINITIONS

For the purpose of this Request for Proposal (RFP):

1. "Applicant" means a local government, a Native- American Tribal Government, a legally organized nonprofit organization or an educational institution submitting a proposal for federal funds under this grant program.
2. "Proposal" means an Urban and Community Forestry Grant Proposal Form and its required attachments and supporting documentation not to exceed a total of 30 one-sided pages, including maps and plans.
3. "Center Manager" or "District Manager" means the Division of Forestry administrative official, or his/her designee responsible for all forestry activities within a multi-county administrative unit, pursuant to Section 589.30, Florida Statutes.
4. "Chief Executive Officer" means the chief administrative employee of a local government, nonprofit organization or educational institution.
5. "Commissioner" means the Commissioner of Agriculture for the State of Florida.
6. "Department" or "FDACS" means the Florida Department of Agriculture and Consumer Services, an agency of the State of Florida.
7. "U&CF Grant Coordinator" means the Division of Forestry employee designated by the State Forester to coordinate implementation of the grant program.
8. "U&CF Subcommittee" means the subcommittee assigned by the State Forester to score and rank the qualifying proposals.
9. "Local Government" means a county government, a municipality (an incorporated city, town, or village), a school board district or an independent special district.

10. "Nonprofit Organization" means an organization which has filed an application with the Secretary of State of Florida for nonprofit corporate status pursuant to Chapter 617, Florida Statutes, and has been issued a Federal Employer Identification Number by the Internal Revenue Service.
11. "RFP" means Request for Proposal.
12. "State Forester" means the Director of The Division of Forestry.
13. "Statewide Project" means a project that impacts the whole state or one that implements specific activities in all three regions of the state as determined by the Department.
14. "Non-federal public property" means public property owned by state or local governments or Tribal governments.

ELIGIBILITY REQUIREMENTS

1. Qualified applicants are limited to legal nonprofit organizations, educational institutions, local governments and Native-American Tribal Governments.
2. Grant requests may not exceed **\$20,000**. Maximum grant award to a single applicant is **\$20,000**. The minimum grant amount that may be requested is **\$2,000**.
3. The maximum grant award for a Category 2 Demonstration or Site Specific Project is **\$10,000**.
4. The maximum grant award for a Category 4 grant (Information and Education) is **\$10,000**.
5. Grants are for projects not currently budgeted and may not be used to replace existing commitments.
6. Expenses associated with travel and per diem are **not** eligible.

GRANT CATEGORIES

There are four grant categories:

1. Local Government Program Development or Improvement
2. Demonstration or Site Specific Projects
3. Non-Profit Administration
4. Information and Education

Category 1: Local Government Program Development or Improvement

Qualified Applicants: Local Governments, Educational Institutions and Native-American Tribal Governments (Non-Profits apply under Category III)

Activities in this category focus on improving Urban and Community Forestry technical assistance at the local level. Priority will be given to projects which initiate community forestry programs or enhance a local government's ability to develop and maintain a comprehensive tree management program. Projects must yield tangible results which provide a basis for improving Urban and Community Forestry programs.

- A resolution by the applicant is required which states that they concur with the proposal and will sign a Grant Memorandum of Agreement if awarded a Grant (this resolution must be submitted as part of the proposal packet).

- Maximum grant allocation is **\$20,000** in this category.
- Up to 10% of the awarded grant funds can be used for reimbursement of In-house staff time devoted to execution or oversight of these projects. Additional staff time can be used as match.

Subcategories:

1. **Ordinance development or revision** - includes costs associated with reproduction, mailing or consultant fees to develop or revise a Tree Protection Ordinance.
2. **Tree Inventories** - for the development of a local tree inventory/hazardous tree inventory on non-federal public properties (includes parks, rights-of way and preserves). This can include the purchase of hardware, software and related equipment, as well as fees paid to vendors to conduct the inventory.
3. **Management or Master Plans** - for the development of a management plan for the protection, preservation or maintenance of urban trees on non-federal public properties.
4. **In-house training** - for the development of (or improvement of) an in-house Urban and Community Forestry training package. This can include instructor fees but not travel.
5. **Staffing** - for the employment of an Urban Forestry professional, technician or consultant. The U&CF grant is to help local governments get programs started and is not meant to be a continual funding source for staffing. Staffing is limited to three grant years of funding from this program, and funding is not guaranteed from one year to the next. The second year funding is limited to **\$15,000**, and the third year **\$10,000**. The narrative should include specific activities that this position will accomplish during the grant period.
6. **Student internships** - for the employment of a student intern in Urban Forestry or a student from a related field of study for the development of or improvement of an Urban and Community Forestry Program. The narrative should include specific activities that this position will accomplish during the grant period.
7. **Equipment** - for the purchase of any related equipment which will improve an existing Urban and Community Forestry Program (example: water wagons or water trucks, bucket trucks, tree spades, stump grinders, green house equipment, etc.)

Category 2: Demonstration or Site Specific Projects

Qualified Applicants: Local Governments, Native-American Tribal Governments, Nonprofit Organizations and Educational Institutions

The purpose of these projects is to establish examples of proper urban tree planting, protection, and pruning. Projects must be conducted on non-federal public land or tribal community property. Species diversity, native species and site limitations should be considered when planning a project.

Highest priority will be given to projects that demonstrate correct urban forestry principles, and are conducted in highly visible areas. Additional consideration for funding shall be given to smaller, rural communities or underserved neighborhoods in larger cities.

Total grants in category 2 (site specific tree planting projects) will not exceed **20%** of available state funds. All plant materials must meet the Division of Plant Industry's standards for a Florida Grade #1 specimen or be of equivalent or better quality. Proposals must include a three (3)-year maintenance plan at the grant recipient's expense. Maintenance costs incurred after certification by the Division of Forestry are ineligible for reimbursement. A resolution signed by the owner of the

property must be included in the proposal packet which states that they concur with the proposal. A Grant Maintenance Memorandum of Agreement must be signed by the grant recipient if awarded a grant. No more than **ten percent (10%)** of the grant funds may be budgeted for personnel costs in this category.

Subcategories:

1. **Demonstration tree/palm planting projects on Public Property** - for the development and installation of tree/palm planting projects which demonstrate proper urban forestry principles. Projects can demonstrate "right tree - right place" principles, utility line compatibility with appropriate species, energy conservation considerations, improvement of entranceway or gateway beautification, street tree plantings, park tree plantings or tree planting for the encouragement or support of economic development. **Funds may only be used for purchase and planting of trees/palms. Purchase and planting of shrubs and ground covers (not sod) in conjunction with the tree planting may only serve as a matching cost, and as such cannot be reimbursed.**

The maximum grant award for demonstration tree planting is **\$10,000**. A 60-day "grow-in period" is required prior to Certification of Acceptance by the Department and the processing of a final reimbursement. The proposal should state how the trees will be watered and cared for during the grow-in period.

a. **Tree Planting Requirements:**

1. Trees/palms (including those planted as part of the local match) must be Florida Grade #1 or equivalent (Florida Division of Plant Industry, Grades and Standards).
2. Trees may not exceed a 4-inch caliper. Palms may not be taller than 16 feet, clear trunk.
3. Minimum tree size is 1 and 1/2 inch caliper, in at least a 15 gallon container.
4. At least three tree species native to the area and suitable for the site and objective must be planted.
5. Up to **ten percent (10%)** of the grant award may be used for the purchase and/or installation of irrigation equipment or an irrigation system, or for supplemental watering during the 60 day grow-in period.
6. Trees listed on the Exotic Pest Plant Council's MOST RECENT list of Florida's Invasive Species may not be planted as any part of this grant program; the list may be found on the internet at www.fleppc.org.
7. Maximum allowable cost per tree or palm is **\$375.00** charged to the grant and **\$125.00** charged as match for purchase and planting.
8. Written approval is required (as part of the proposal) from the Florida Department of Transportation for planting and maintenance on any state right-of-way.
9. Eligible multi-stemmed tree species include only those listed on the Right Tree/Right Place posters produced by the Florida Urban Forestry Council, unless Division of Forestry permission is granted for other species.
10. A maximum of **\$12.00** per tree may be spent on planting materials during the 60 day grow-in period only.

11. Up to **ten percent (10%)** of the grant award may be spent on site-preparation costs directly related to the tree planting.
 12. Successful applicants may rent equipment with which to plant the trees or palms. The maximum allowance is **ten percent (10%)** of the grant award.
 13. Proposals must include: (a) a detailed planting plan (site plan) which shows the location of the trees/palms, existing structures, and site limitations such as underground utilities and overhead wires, (b) a location map, and (c) a minimum of three color photographs of the planting site.
- b. **Demonstration tree protection projects** - for the development and installation of a demonstration tree protection project. Funds are for the purchase of materials, rental equipment, labor costs for installation and associated interpretive (educational) materials. The maximum grant award for a tree protection demonstration is **\$10,000**.
 - c. **Demonstration maintenance projects** - for the demonstration of correct tree maintenance techniques (pruning, fertilization, lightning protection, etc) that improve Urban and Community forests. Practices must be performed according to ISA standards. The maximum grant award for Demonstration maintenance projects is **\$10,000**.

Category 3: Nonprofit Administration

Qualified Applicants: Nonprofit Organizations

This category provides funding for personnel costs only and is intended to help volunteer groups, nonprofit organizations, and volunteer tree advocacy groups become more effective in their ability to support and promote local tree management programs. Primary emphasis will be on assistance with administrative staffing and funding that will allow the organization or group to improve and/or develop Urban and Community Forestry programs through citizen involvement. A resolution or letter from the president (or a representative authorized to enter into contract agreements) must be included in the proposal packet stating their concurrence with the proposal. Six-month progress reports will be required for the duration of the grant. Maximum grant allocation in this category is **\$20,000**.

Subcategories:

1. **Staffing** - for the employment of additional staff member(s) or to increase the number of hours of an existing local program manager or administrator on the staff of a local non-profit volunteer group.
2. **Student internships** - for the employment of an intern student in Urban and Community Forestry (or another related field of study) to assist with the development or improvement of an Urban and Community Forestry program.

For both categories, funding is limited to three grant years, and funding is not guaranteed from one year to the next. The second year funding is limited to **\$15,000**, and the third year **\$10,000**. The narrative should include specific activities that this position will accomplish during the grant period. The proposed goals and activities of these staff members must be consistent with the goals of this grant program.

Category 4: Information and Education

Qualified Applicants: Local Governments, Native-American Tribal Governments, Nonprofit Organizations and Educational Institutions

This category is provided to encourage local governments, nonprofit organizations, and educational institutions to purchase or produce information and education materials (leaflets, newsletters, handbooks, videos) for distribution to the general public, or to cost-share seminars, training sessions and workshops on Urban and Community Forestry topics. The emphasis here is on informing and training the general public, volunteer groups, technicians, tree workers, etc. (i.e., Urban and Community Forestry technology transfer). The maximum grant award for this category is **\$10,000, and the minimum \$2,000**. Up to 10% of the awarded grant funds can be used for reimbursement of In-house staff time devoted to execution or oversight of these projects. Additional staff time can be used as match.

Subcategories:

1. **Educational programs** - for the exhibition, purchase or development of materials for the benefit of public education in Urban and Community Forestry.
2. **Arbor Day Programs** - for the development, planning, advertising and organizing of a local Arbor Day Program.
3. **Workshops/Training Sessions/Conferences/Seminars** - for the support and organization of public programs which benefit Urban and Community Forestry. Costs may cover mailing, speaker's travel expenses, audio/visual equipment rental and related expenses.
4. **Youth programs** - for the development and production of Urban and Community Forestry Programs which will involve/benefit young people, K through college level.
5. **Public service materials** - (PSA development) - for the development of or purchase of public service programs, videos, slide shows, or web-based products which educate the public in principles of Urban and Community Forestry. These may include expenditures for paper, production costs, equipment rental or other accessories (excluding the purchase of camera or other video equipment).
6. **Volunteer training** - for the development, production and presentation of an Urban and Community Forestry Training Program to interested volunteers, individuals or organizations.
7. **Brochures and Web Page Development** - for the purchase of existing technical brochures or the design, development, production or mailing of an educational or informational brochure or web page stressing the importance of any aspect of Urban and Community Forestry and the principles involved. Those desiring brochures are encouraged to utilize existing brochures, if brochures exist, and apply for funding for the purchase and distribution of brochures.
8. **Exhibits** - for the purchase of or design, development and construction of an educational/informational exhibit which promotes the principles of Urban and Community Forestry.
9. **Wildfire Safety/"Fire Wise" Promotion** - for design and development of materials, brochures, Public Service Announcements (PSAs), workshops or meetings that promote Fire Safety or the "Fire Wise" message in high wildfire risk communities in the Wild land/Urban Interface.

SELECTION CRITERIA

The U&CF Grant Coordinator shall review and determine the completeness of the proposal. The following criteria must be met before the grant proposal may be determined to be complete:

1. The proposal must contain all the requested information and be legible and understandable.

2. A resolution or letter approving the proposal and authorizing the Chief Executive Officer of the applicant to execute agreements and documents associated with the grant request must be submitted as part of the proposal.
3. A budget detailing all costs of the project must be submitted with the proposal.
4. Late proposals, email transmissions, and fax transmissions shall not be accepted or considered. Unsigned proposals will be ruled ineligible.

PROPOSAL EVALUATION CRITERIA

The U&CF Subcommittee shall develop a prioritized list of all proposals which the U&CF Grant Coordinator has determined to be complete.

1. The U&CF Subcommittee shall evaluate each proposal based upon how well the proposal meets the purpose of the grant program. Maximum possible points: **150 points**, including bonus points. A minimum score of **90 points** is required to be considered eligible for funding.
2. Scoring of proposals is based upon the following prioritized and weighted attributes:
 - a. **Previous U&CF Grants Received - 20 points maximum.**
Highest score will be given to first-time applicants whose proposals will help to initiate or enhance their community forestry program, and communities with populations of less than 35,000 inhabitants. Applicants that are applying to continue the second year of a grant-funded staff position will receive 15 points. Other applicants will have five points deducted from their maximum score for each grant approved in the past three years, including ARRA grants.
 - b. **Urban Forestry Program Development - 20 points maximum.**
Highest score will be given to proposals that provide documentation indicating that the proposal (applicant) is enhancing its capacity to build a sustained program and/or address urban and community forestry needs. The current state of the applicants' urban forestry program will be considered, as well as the project's potential to improve that program, as well as citizen awareness and participation.
 - c. **Demonstrated Need - 20 points maximum.**
Highest score will be given to proposals that demonstrate an economic need for cost-share dollars, in particular, smaller, rural communities or underserved neighborhoods in larger cities.
 - d. **Well-Defined Goals and Objectives - 15 points maximum.**
Highest score will be given to proposals that clearly state goals and objectives that will expand/complement existing U&CF efforts, as defined above under program development.
 - e. **Technical Correctness – 15 points maximum.**
Highest score will be given to proposals which include competent project supervision, adherence to tree planting and other practice specifications, and knowledge of how to implement the practice they are proposing.
 - f. **Environmental or Educational Value - 10 points maximum.**
Highest score will be given to proposals that will either contribute multiple environmental benefits to the community or educate a significant sector of the public or local professional community.

- g. **Cost Effectiveness - 10 points maximum.**
Highest score will be given to proposals that will clearly maximize results with the efficient use of grant dollars, clearly describe how funds will be expended, and adhere to the cost parameters listed in this RFP. Including written estimates will enhance this score.
- h. **Level of Community Involvement or Support - 10 points maximum.**
Highest score will be given to proposals that provide documented community support, involve **partnerships** with private industry, volunteer groups or local governments, and encourage continued citizen involvement in the local urban forestry program. At least three letters of endorsement from the local community are recommended.
- i. **Promotional Value - 5 points maximum.**
Highest score will be given to proposals which have a high potential for positive public relations, where the applicant indicates a strategy for publicizing the project.
- j. **Completeness of Proposal - 5 points maximum.**
Highest score will be given to proposals which are complete, include all of the required attachments, and provide a detailed explanation of the proposal.

In addition to the above the following will be considered for bonus scoring during the evaluation: (15 point maximum)

- k. **Tree City USA certification – 5 points.**
Indicates a community's commitment to sustaining their urban forestry program.
- l. **Tree City Growth Award Recipient – 5 points.**
Community demonstrates a sustained commitment to its urban forestry program.
- m. **Proposal specifies a Certified Arborist(s) or a graduate forester from an accredited four year Bachelor of Science in Forestry program will be involved in project implementation – 5 points.**
Indicates a community's commitment to the proper implementation of urban forestry practices.
- n. **New partnership established for project – 5 points.**
Demonstrates a community's commitment to pursue alternative resources.

REJECTION OF PROPOSALS

The Department reserves the right to recommend partial funding of proposals, the right to reject any or all proposals or waive minor irregularities when to do so would be in the best interest of the State of Florida, and to reject the proposal of a Proposer whom the Department determines is not in a position to perform the Contract. Minor irregularities are those which will not have a significant or adverse effect on overall competition, cost or performance.

POSTING AND RECOMMENDED AWARDS

Tabulations with recommended award(s) will be posted on or about the date indicated on herein for review by interested parties on the Florida Bid System at <http://www.myflorida.com>, click on Business, Doing Business with the State of Florida, Everything for Vendors and Customers, Vendor Bid System, Search Advertisements. The tabulation will remain posted for a period of seventy-two (72) hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Failure to file the proper bond at the time of filing the formal protest will result in denial of the protest.

Proposals that do not receive an award during the current grant cycle will be notified in writing with an explanation of why they received a lower score. At the same time, suggestions will be provided for ways they can improve their chances of being awarded an Urban and Community Forestry Grant in the future.

LATE PROPOSALS

Proposals received by the Department after the proposal opening time and date will be rejected as untimely and will not be opened. A late proposal notice will be sent to the Proposer after the posting of Award Notice with instructions for its return. Unclaimed late proposals will be destroyed after 45 days. Offers from vendors listed on the Department's posted Award Notice are the only offers received timely in accordance with the Department's proposal opening time and date.

COST OF PREPARATION

The Department is not liable for any costs incurred by a Proposer in response to this Request for Proposals including an optional oral presentation.

URBAN AND COMMUNITY FORESTRY GRANT MEMORANDUM OF AGREEMENT (AND MAINTENANCE MEMORANDUM OF AGREEMENT, if applicable)

A grant under this program will not be awarded until a Grant Memorandum of Agreement has been fully executed between the Department and the Applicant.

1. The Grant Memorandum of Agreement (**Attachment I**) shall detail the responsibilities of the applicant, a schedule and the terms of payment for the project.
2. The Maintenance Memorandum of Agreement (**Attachment J**), if applicable shall detail the responsibilities for maintenance of any areas landscaped or improved by the proposed project. This applies only to projects in which grant funds are used to plant trees.

EXECUTION OF AGREEMENTS AND DOCUMENTS

Upon notification of a Grant Award, the following shall take place:

1. It will be the responsibility of the applicant to insure that the Grant Memorandum of Agreement is fully executed within a period of sixty (60) days upon receipt. Failure to comply with this schedule may result in the grant offer being withdrawn.
2. Although it is the intent of the Department to expedite the grant award process as much as possible, applicants should be aware that execution of a grant Memorandum of Agreement could be delayed for some time until federal funding is received. They should schedule their projects accordingly. **No costs to be charged against the grant or counted as match can be incurred before the MOA is executed.**
3. The Grant Memorandum of Agreement prepared between the Department and the Applicant shall stipulate:
 - a. What is to be accomplished under the grant.
 - b. The schedule and payment terms.
 - c. The schedule and content of progress reports.
 - d. Any penalties or actions that the Department will take in the event of noncompliance.
 - e. The methods to be used by the Department to determine compliance with the terms of the grant agreement.
 - f. Maintenance responsibilities for trees planted as part of the grant program.

REVIEW OF PROJECTS IN PROGRESS AND UPON COMPLETION

The Department shall ensure that the terms of the agreements executed under these guidelines are enforced.

An interim report (**Attachment L**) showing the status of the project is due **December 31, 2011**, and shall be due quarterly until project completion.

The U&CF Grant Coordinator or his designee shall review the projects prior to final acceptance by the Department.

All projects must be completed by **September 1, 2012**. All reimbursement claims must be submitted by **September 15, 2012**.

FUNDING SOURCE

Grant awards are 100% funded by the federal government through the U.S. Forest Service. These funds are nationally authorized by the 1995 Farm Bill. For fiscal year 2011, the Florida Division of Forestry has allocated an estimated **\$300,000** of the funds that we anticipate receiving from the U.S. Forest Service to this grant program. Should additional funding become available, it will be added to this amount.

State funds will be allocated to regions based on population (**see Attachment N**). FDACS reserves the right to transfer surplus funds from one region of the state to another so as to fully utilize federal funding.

The State of Florida's performance and obligation to pay under this grant program is contingent upon funding by the U.S. Forest Service.

A 50/50 match is required (50% grant/50% applicant). The local match must be in non-federal dollars or contributions of materials and/or services. In-kind services provided by Division of Forestry employees may not be used to contribute to the match by the grant recipient.

ALLOWABLE COSTS

The following Office of Management and Budget Circulars should be used as a reference for allowable costs for federally funded programs:

- A-21 Educational Institutions
- A-87 State and Local Governments
- A-122 Non-Profit Organizations

These circulars are available on line at <http://whitehouse.gov/omb/circulars/index.html> or you can request a copy from the U&CF Grant Coordinator.

Purchases by the grant recipient of \$2,500 to \$35,000 shall be carried out documenting two or more written quotations or written records of telephone quotations or informal bids to be opened upon receipt, whenever practical. Competitive sealed bidding is required for all purchases exceeding \$35,000. Justification must be provided for a sole source award or for an award to a vendor other than the vendor submitting the lowest bid or quote.

No overhead costs will be paid by grant funds. Overhead costs, up to 5% of the total project cost (match plus award), can be used as part of the local match.

The maximum allowable assessment for in-kind match for general volunteer labor (non-professional) is **\$15.00** per hour. Salaried or hourly employees working in the same job class may use their current salary and benefit rate for match purposes.

METHOD OF REIMBURSEMENT

Reimbursements can be made on a quarterly basis, if requested. **No advance payments will be provided.** Applicants must submit a completed reimbursement summary sheet to the Department with sufficient attachments to verify the claims made. These may include invoices, receipts, canceled checks, payroll log sheets, etc. FDACS will submit the claim for payment. No more than 75 percent of the grant amount will be paid to the Grantee prior to the submission of a completed Certification of Acceptance endorsed by the Department.

The final payment shall be made once the following documents are received:

- Certification of Acceptance endorsed by a Division of Forestry official.
- Final Reimbursement Summary Sheet with attached backup documents.
- Final Report - brief narrative summarizing project accomplishments.
- News release to be submitted to a local publication crediting the US Forest Service for providing funding.
- Letter to US Congressional representative describing the benefits received from the grant.

Upon receipt of these items in the Tallahassee Division Office, the Department will submit the claim for payment. Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the contractor's rights and the state agency's responsibility concerning interest penalties and time limits for payment of invoices (**see Attachment A**).

ANY WORK PERFORMED ON THE PROJECT AND/OR ANY EXPENDITURES MADE PRIOR TO EXECUTION OF A GRANT AGREEMENT AND WRITTEN AUTHORIZATION FROM FDACS, DIVISION OF FORESTRY, IS INELIGIBLE FOR REIMBURSEMENT.

The Federal Employer Identification Number (FEIN) will be the primary factor used to identify applicants. FDACS cannot process a request for reimbursement without the FEIN.

SPECIAL PROVISIONS

GRANT AGREEMENT AND CONDITIONS

Terms and conditions within the Grant Agreements (**Attachments I and J**) and associated attachments shall apply.

FDACS will have the right to access any books, documents, papers, and records of the grant recipients which are directly pertinent to the Grant Agreement, for the purpose of making audit examinations, excerpts and transcriptions.

A quarterly interim progress report and a final project report will be required of all selected grant recipients. Additional progress reports may be required if grants are extended past the initial deadline. Failure to submit a required report or submission of an unsatisfactory report is sufficient grounds for termination of the grant agreement.

All products (brochures, signs, videos, reports, etc.) funded by the U&CF grant must display the following statement:

"Funding for this project provided by the USDA Forest Service through the Florida Division of Forestry's Urban and Community Forestry Grant Program."

PUBLIC ENTITY CRIMES

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 on contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact any business with any public entity.

EMPLOYMENT OF UNAUTHORIZED ALIENS

Pursuant to Executive Order 96-236, effective October 1, 1996, the following standard provision shall apply to any contract awarded as a result of this Request for Proposal:

The Department shall consider the employment by any Contractor of unauthorized aliens a violation of section 274(a) of the immigration and Naturalization Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be caused for unilateral cancellation of this contract.

AUDITS

The Contractor shall maintain books, records and documents directly pertinent to the performance under this contract in accordance with generally accepted accounting principles consistently applied. FDACS, the State or their authorized representatives shall have access to such records for audit purposes during the term of the contract and for three years following the contract termination date or date of final payment, whichever is later. If an audit, litigation or other action involving the records is started before the end of the three year period, the records must be retained until all issues arising out of the action are resolved, or until the end of the three year period, whichever is later.

In accordance with Federal laws and regulations, the Contractor agrees to comply with audit requirements, as applicable, of the Office of Management and Budget (OMB) Circular A-133. Any contract resulting from a proposal developed for any division where federal funds are distributed, shall be in compliance with this circular.

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

Any person submitting a response to this bid MUST execute the enclosed form DACS-01522, CERTIFICATION REGARDING LOBBYING AND DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS, and enclose it with his/her bid or proposal (**see Attachment C**). The certification for Lobbying is required by 7 CFR Part 3018 for expenditures \$100,000 and above. The certification for Debarment and Suspension and Other Responsibility Matters is required by 7 CFR Part 3017 for expenditures \$25,000 and above. (**Attachment C, Certification Regarding Lobbying; Debarment; Suspension and Other Responsibility Matters for Expenditure of Federal Funds must be completed and returned as part of this contract.**)

DRUG-FREE WORKPLACE

Preference shall be given to the proposal certifying a drug-free workplace (**see Attachment P**) has been implemented in accordance with Section 287.082, Florida Statutes. Whenever two or more equal proposals are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certified that it has implemented a drug-free workplace shall be given preference in the award process. Established procedures for processing a tie proposal will be followed if none of the tied vendors have a drug-free workplace program.

CERTIFICATION OF NO CONFLICT OF INTEREST

Any person submitting a bid or proposal in response to this Request for Proposal must execute the enclosed Conflict of Interest Statement (**see Attachment B**) and enclose it with his/her bid or proposal. Award will not be made by the Department until the certification is signed by the Proposer and submitted to the Department.

NON-DISCRIMINATION STATEMENT

In accordance with Federal law and U.S. Department of Agriculture (USDA) policy, this Contractor is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202)720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

INTERPRETATIONS/DISPUTES

Any questions concerning conditions and specifications shall be directed in writing to the Purchasing Office for receipt no later than 10 days prior to the bid opening. No interpretation shall be considered binding unless provided in writing by the Department's Purchasing Director in response to requests in full compliance with this provision. Any person who is adversely affected by the agency's decision or intended decision shall file with the agency a Notice of Protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provision governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights or further negotiation, or modifying or amending any contract, the Notice of Protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall state with particularity the facts and law upon which the protest is filed.

AWARD OF IDENTICAL (TIE) PROPOSALS

In the event that identical proposals are received, preference shall be given to the proposal certifying a drug-free workplace has been implemented in accordance with Section 287.087, F.S. Award shall be determined by using the number of valid vendor complaints on file or by lot; except that the proposal which related to commodities manufactured within this State shall be given preference and the proposal of any foreign manufacturer with a factory in the State employing over 200 employees working in the State shall have preference over the proposal of any other foreign manufacturer.

QUESTIONS

Questions concerning the technical aspects of the proposal or the Applicants' Workshops should be directed to the nearest FDACS, Division of Forestry office (**see Attachment O**, List of Division of Forestry District/Center Contacts), or to:

Urban Forestry Program Coordinator, Division of Forestry
Florida Department of Agriculture and Consumer Services
3125 Conner Boulevard, Room 274
Tallahassee, FL 32399-1650
Telephone (850) 921-0300

Questions regarding procedures for submittal of proposals should be submitted to:

Christie Hutchinson, Purchasing Director
Department of Agriculture and Consumer Services
Mayo Building, Room SB-8
Tallahassee, FL 32399-0800
Telephone (850) 671-7181
Email: christie.hutchinson@freshfromflorida.com

No negotiations, decisions, or actions shall be initiated or executed by the applicant as a result of any discussions with any FDACS employee. Only those communications which are in writing from the Department's Purchasing Office may be considered as a duly authorized expression on behalf of the Department. Only communications from the applicant which are signed and in writing will be recognized by the FDACS as duly authorized expressions on behalf of the applicant.

There will be Applicant Workshops held at various locations throughout the state. Attendance at the workshops is required for first-time applicants. Attendance at the grant workshops will be considered during the scoring and ranking to submit a proposal. The purpose of each session is to discuss the requirements of the proposal. Oral questions will be accepted during the workshops by the Division of Forestry staff. The answers to any oral questions shall not be binding.

SCHEDULE OF EVENTS

- January 20, 2011** Notification of Availability of Request for Proposal mailed to all potential applicants. RFP is available for download at www.myflorida.com and www.fl-dof.com.
- March 18, 2011 @ 2:00 P.M.** Sealed proposals in response to RFP must be received by FDACS Purchasing office.
- April 2011** Evaluation of proposals.
- May 20, 2011** Posting of Award on the Florida Bid System at <http://myflorida.com>, click on Business, Doing Business with the State of Florida, Everything for Vendors and Customers, Vendor Bid System, Search Advertisements. The tabulation will remain posted for a period of seventy-two (72) hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Failure to file the proper bond at the time of filing the formal protest will result in denial of the protest.
- June 2011** Expected grant agreement (contract) execution and authorization to begin.
- December 31, 2011** First quarterly Interim report due.
- July 1, 2012** Deadline for submitting request for no-cost time extension.
- September 1, 2012** Contract ending date.
- September 30, 2012** Deadline for final reimbursement claims.

ATTACHMENT A

STATE OF FLORIDA

DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

**NOTIFICATION OF VENDOR OMBUDSMAN'S NAME
AND TELEPHONE NUMBER**

Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and service, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty of .02740 percent per day shall be due and payable, in addition to the invoice amount, to the vendor. Payments to health care providers for hospital, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .03333 percent. Interest penalties of less than one (1) dollar shall not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline at 1-877-693-5236 or (850) 413-3030.



ADAM H. PUTNAM
COMMISSIONER

ATTACHMENT B

**STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

CONFLICT OF INTEREST STATEMENT

I, _____, as authorized
representative of _____

certify that no member of this firm nor any person having interest in this
firm has been awarded a contract by the Department of Agriculture and
Consumer Services on a non-competitive basis to:

- (1) develop this Invitation to Bid (ITB) or Request for Proposal (RFP);
- (2) perform a feasibility study concerning the scope of work contained
in this ITB/RFP;
- (3) develop a program similar to what is contained in this ITB/RFP.

Authorized Representative

Date

ATTACHMENT C



ADAM H. PUTNAM
COMMISSIONER

Department of Agriculture and Consumer Services
Division of Administration

**CERTIFICATION REGARDING LOBBYING:
DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS
FOR EXPENDITURE OF FEDERAL FUNDS**

LOBBYING

As required by 7 CFR Part 3018, 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 and 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 7 CFR Part 3017, 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 statement, 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

ATTACHMENT D

FLORIDA URBAN AND COMMUNITY FORESTRY GRANT PROPOSAL FORM 2011

GENERAL INSTRUCTIONS: Please complete all items pertaining to the Category Grant for which you are applying. The proposal packet must not exceed thirty (30) one sided pages, including attachments. All attachments must be 8 1/2" X 11", except any attached sketches, plans and maps which must be no larger than 2' X 3' and folded into 8 1/2" X 11". Six (6) copies (one copy with original signatures and five copies) of the proposal packet including the proposal form, the project description and all attachments must be received no later than 2:00 p.m., March 18, 2011, at:

Department of Agriculture and Consumer Services
Purchasing Office - U&CF - 2011 PROPOSAL
Mayo Building - Room SB-8
Tallahassee, FL 32399-0800
Telephone (850) 617-7181

If you have any questions, please see ATTACHMENT O, "Division of Forestry District/Center Contacts"

PROPOSER INFORMATION (Please Print or Type)

Project Title: _____

Proposer Name: _____

Name and Title of Contact Person: _____

Address: _____

Zip: _____

Phone: (____) _____

FEID Number _____

US Congressional District Number: _____

Is your organization a Non-profit corporation pursuant to Chapter 617, Florida Statutes?

Yes _____ No _____

If the applicant is a city or county government, does your urban forestry program have the following:

Professional Staff, in-house or contracted. List qualifications such as ISA certification, forestry degree, etc _____

Citizen Tree Advisory Board or Tree Advocacy Group. Describe: _____

Urban Tree Inventory or Management Plan, how current?: _____

Tree Ordinance covering either public or private lands, describe: _____

As the duly authorized representative of the Proposer named above, I hereby certify that all parts of the proposal and required grant information have been read and understood and that all information submitted herein is true and correct.

Authorized Executive Officer: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT D (CONTINUED)

PROJECT DESCRIPTION

(two page limit, #12 font, single-space)

Urban and Community Forestry Grant Proposal

Describe the local community and current urban forestry program, and role of applicant in that program if a non-profit group:

Previous U&CF Grants received by the applicant. When were they implemented and what did they accomplish?

Describe the goals and objectives of this project:

Describe how this project will help to develop and improve this program in the long-term:

Describe why these funds are needed to complete this project:

For a tree planting: Describe what species are being planted and why. How will they be installed and maintained (be brief and concise, but complete):

What environmental or educational value will the community derive from this project?

What steps have been taken to carry out this project in a cost effectiveness manner?

How will this project increase citizen involvement and support for the Community's Urban Forestry program in the long term? What evidence of community support for this project can be produced?

How will this project be publicized in the local community?

Tree City USA certification and growth award, last year current?

Will a Certified Arborist(s) or a graduate forester from an accredited four-year Bachelor of Science in Forestry program oversee this project? If not, who will provide oversight and what are their credentials?

What new partnerships will the project create or encourage?

ATTACHMENT E

BUDGET

Activity: _____

Specific Description: _____

SUMMARY OF COSTS

(A 50/50 match on behalf of the Proposer is required)

	REQUESTED GRANT \$	LOCAL MATCH \$
	I	II
Contractual costs	_____	_____
Personnel costs	_____	_____
Travel costs	_____	_____
Equipment costs	_____	_____
Supplies costs	_____	_____
Operating costs	_____	_____
Tree costs	_____	_____
Overhead costs	_____	_____
Total Requested Grant (I)	_____	_____
Total Matching Costs (II)	_____	_____
Total Program Costs (III)	_____	_____

Add columns I and II for total III (100%)

_____ % Grant request _____ % Local match

A BUDGET, DETAILING ALL COSTS IDENTIFIED ABOVE MUST BE ATTACHED.

PROJECT LOCATION INFORMATION (Please print or type - Complete where applicable)

County _____

Describe the Specific Location of the Project: _____

Who has responsibility for overseeing Project implementation (name and title):

Who has maintenance responsibility for the Project after completion:

Is the Land Ownership Public or Private?: _____

Name of Landowner: _____

Project Title: _____

Applicant Name: _____

Email Address: _____

**ATTACHMENT E (CONTINUED)
BUDGET**

Please note: All proposals must include a detailed itemized budget summary which lists all anticipated expenditures and explains all project costs. Proposals for site specific demonstration tree planting projects must list the quantity, species, and approximate size (container size, or caliper and height) of trees to be planted.

IMPORTANT: THIS FORM MUST BE USED. PROPOSERS NOT USING THIS FORM WILL BE RULED INELIGIBLE

COST ITEMS	QUANTITY	RATE OR PRICE	GRANT COST	MATCH COST
<u>Contractual</u> (Description)				
<u>Personnel</u> (List titles or positions)				
<u>Travel</u>				

COST ITEMS	QUANTITY	RATE OR PRICE	GRANT COST	MATCH COST
<u>Equipment</u> (List items)				
<u>Supplies</u> (List items)				

COST ITEMS	QUANTITY	RATE OR PRICE	GRANT COST	MATCH COST
<u>Operating Costs</u> (List)				
<u>Trees</u> (List species and size)				
Overhead**			*	
Total				

* Grant dollars may not be used to purchase food as supplies.

** Overhead costs up to 5% of total project cost may only be used as a matching cost, grant funds may not be used for overhead costs.

Please Note:

The enclosed example of a completed application was chosen to be included because the applicant was especially thorough in providing the requested information, and applied for a number of practices that can be used as examples by other applicants. They also submitted their narrative in outline format, in order to ensure that they had included all of the information that the reviewers would consider. However, a paragraph format is acceptable for the narrative if it contains sufficient information.

ATTACHMENT F
EXAMPLE

FLORIDA URBAN AND COMMUNITY FORESTRY GRANT PROPOSAL FORM 2007

GENERAL INSTRUCTIONS: Please complete all items pertaining to the Category Grant for which you are applying. The proposal packet must not exceed thirty (30) one sided pages, including attachments. All attachments must be 8 1/2" X 11", except any attached sketches, plans and maps which must be no larger than 2' X 3' and folded into 8 1/2" X 11". **Six (6) copies (one copy with original signatures and five copies) of the proposal packet including the proposal form, the project description and all attachments must be received no later than 2:30 p.m., March 30, 2007, at:**

Department of Agriculture and Consumer Services
Purchasing Office - **U&CF - 2007 PROPOSAL**
Mayo Building - Room SB-8
Tallahassee, FL 32399-0800
Telephone (850) 488-7552

If you have any questions, please see **Attachment O**, "Division of Forestry District/Center Contacts"

PROPOSER INFORMATION (Please Print or Type)

Project Title: Windermere Urban Forestry Program

Proposer Name: Town of Windermere, FL, Inc.

Name and Title of Contact Person: Cecilia Bernier, Town Manager

Address: 614 Main Street, P.O. Drawer 669, Windermere, Florida

Zip: 34786 Phone: (407) 876-2563

Is your organization a Nonprofit corporation pursuant to Chapter 617, Florida Statutes?

Yes _____ No X

FEID Number _____ US Congressional District: 16

If the applicant is a **city or county government**, does your urban forestry program have the following: Professional Staff, in-house or contracted. List qualifications such as ISA certification, forestry degree, etc: **Janet Maland, tree board chairman, has an ISA certification and coordinates most activities.**

Citizen Tree Advisory Board or Tree Advocacy Group. Describe: **Active tree board chaired by Janet Maland**

Urban Tree Inventory or Management Plan, how current?: **One will be prepared using this grant**

Tree Ordinance covering either public or private lands, describe: **Enacted in 2002, currently under revision.**

As the duly authorized representative of the Proposer named above, I hereby certify that all parts of the proposal and required grant information have been read and understood and that all information submitted herein is true and correct.

Authorized Executive Officer: Cecilia Bernier

Title: Town Manager

Signature: _____ Date: 01/26/07

**ATTACHMENT F (CONTINUED)
PROJECT DESCRIPTION**

(two page limit)

Urban and Community Forestry Grant Proposal

Describe the local community and current urban forestry program, and role of applicant in that program if a non-profit group: Windermere is a heavily wooded community with a population of 2,329. An urban forestry program has existed in Windermere for ten years, under the leadership of a volunteer Tree Board.

Previous U&CF Grants received by the applicant. When were they implemented and what did they accomplish?
The Town of Windermere is a first time applicant.

Describe the goals and objectives of this project:

1. Conduct a Tree Inventory, including data maintenance, personnel and training (Contract). Establish baseline data, including tree health and recommended maintenance actions.
2. Establish and initiate an Urban Forest Management Plan (Contract).
 - a. Develop and document a long-term strategy and process for managing our urban forest.
 - b. Provide a comprehensive Planting Plan, based on gaps identified during the inventory.

Describe how this project will help to develop and improve this program in the long-term: The U&CF Grant provides a strategic opportunity to significantly move Windermere's Urban Forestry program forward. The Tree Board, for over ten years, has recommended a comprehensive urban forest management program, with emphasis on a public-land tree inventory. A public-land tree inventory is the cornerstone of this multi-faceted project. The Town has solicited bids to perform an initial tree inventory to provide baseline data (location, health, maintenance required) and an assessment of hurricane damaged canopy. An ISA certified arborist will supervise the inventory and will provide continuing support and consultation (Contract). The management plan will: (a) detail recommended management practices, (b) provide guidance for the town manager and maintenance supervisor in allocating tree maintenance resources, (c) provide a recommended Planting Plan (location, species, size), and (d) document the inventory and required maintenance. (Contract)

Describe why these funds are needed to complete this project: To date, sufficient funding has not been available for this project. A small town with a small tax base needs to seek external sources of funding for projects.

For a tree planting: Describe what species are being planted and why. How will they be installed and maintained (be brief and concise, but complete): N/A

What environmental or educational value will the community derive from this project? Environmental benefits include (a) removal of hazard trees, (b) corrective pruning/crown thinning of Town trees, (c) planting to replace losses and increase canopy and species diversity. An intensive public education program will raise community awareness of eco-forestry integrity. A highlight will be *Art in the Park*, which will feature activities, demonstrations, and dissemination of information to provide: (a) an overview of this Grant program and the resulting urban forestry management plan, (b) education on a recent Town ordinance requiring use of low phosphorous fertilizers, and (c) training on tree planting, pruning, and preservation. Other educational activities include several Nature Education Series presentation, updates on trees and Tree Board to the public and Council at Town Council meetings, and the Windermere Rotary Spring Festival Tree Adoption Program.

What steps have been taken to carry out this project in a cost effectiveness manner? Funding will take Windermere's Urban Forest Program to a new level. Budget limitations have restricted tree replacements, and tree losses have outstripped new planting. With limited dollars available in these areas, a comprehensive urban forestry management program is critical in allocating resources most efficiently. Baseline inventory data will be used for strategic deployment of resources in the areas of (a) health maintenance of existing forest and (b) appropriate planting locations (right tree right place). The grant will increase funding to a level that will allow for proactive rather than reactive maintenance expenditures.

How will this project increase citizen involvement and support for the community's urban forestry program in the long term? What evidence of community support for this project can be produced?

Documentation of community support is seen in the Town resolution of grant support (Attachment. F) and in letters of support from Windermere residents (Attachment. J.a6-J.10). The volunteer Windermere Tree Board has received support for urban forest management from the Town Council, Windermere Rotary, Windermere Garden Club, Progress Energy, Watershed Action Volunteers, Windermere Land and Tree, Inc., Boy Scout Varsity Troop #225, Biosphere Consulting, Henry Nehrling Society and Butler Chain Conservation Association to develop this program. Support from the Town Council is seen in the local dollars (matching funds) allocated to this effort.

How will this project be publicized in the local community? Windermere is already recognized as one of the most beautiful locales in Central Florida. The Tree Board will publicize the positive effects of funding from the U&CF Grant Program. Information will be disseminated at Tree Board Events, to local newspaper ("Mere News, West Orange Times), television (Channel 13 Upcoming Events), and in local schools and churches.

Tree City USA certification and growth award, last year current: Growth award for 9 years.

Will a Certified Arborist(s) or a graduate forester from an accredited four –year Bachelor of Science in Forestry program oversee this project? If not, who will provide oversight and what are their credentials? The tree inventory, Urban Forestry Management Plan, and remedial/restorative maintenance plan will be supervised by Certified Arborists (contract requirement).

What new partnerships will the project create or encourage? With the funding of this project, the Town of Windermere will enter into new partnerships with (a) Progress Energy, who has agreed to cooperate in an easement reforestation effort (Demonstration), and (b) local artists, who will participate in *Art in the Park* (Culture).

ATTACHMENT G
EXAMPLE
BUDGET

Activity: Local Government Program Development & Improvement

Specific Description: Tree Inventory/Master Plan

SUMMARY OF COSTS

(A 50/50 match on behalf of the Proposer is required)

Table with 3 columns: Cost Category, Requested Grant \$ (I), Local Match \$ (II). Rows include Contractual costs, Personnel costs, Travel costs, Equipment costs, Supplies costs, Operating costs, Tree costs, Overhead costs, Total Requested Grant (I), Total Matching Costs (II), Total Program Costs (III).

Add columns I and II for total III (100%)

50 % Grant request 50 % Local match

A BUDGET, DETAILING ALL COSTS IDENTIFIED ABOVE MUST BE ATTACHED.

PROJECT LOCATION INFORMATION (Please print or type - Complete where applicable)

County Orange

Describe the Specific Location of the Project: Windermere, FL

Who has Maintenance Responsibility for the Property (Category 2 Grants)?

Cecilia Bernier, Town Manager

Is the Land Ownership Public or Private? Public

Name of Landowner: Town of Windermere, FL, Inc.

Project Title: Windermere Urban Forestry Program

Proposer Name: Town of Windermere

BUDGET (CONTINUED)

EXAMPLE

Please note: All proposals must include a detailed itemized budget summary which lists all anticipated expenditures and explains all project costs. Proposals for site specific demonstration tree planting projects) must list the quantity, species, and approximate size (container size, or caliper and height) of trees to be planted.

IMPORTANT: THIS FORM MUST BE USED. PROPOSERS NOT USING THIS FORM WILL BE RULED INELIGIBLE

Cost Items	Quantity (#)	Rate or Price (\$)	Grant Cost (\$)	Match Cost (\$)
<u>Contractual</u> (Description)				
Tree Inventory w/ GIS Mapping (1B)	1 ea	33,200	16,600	16,600
UF Management Plan (1C)	1 ea	1,800	900	900
SUBTOTAL		35,000	17,500	17,500
<u>Personnel</u> (list titles or positions)				
Inventory/GIS Coordinator (1F)				
Certified Arborist (Training)(1F)				
SUBTOTAL				
<u>Travel</u>				
Trees FL Conf. & other training (1F)				
SUBTOTAL				

Cost Items	Quantity (#)	Rate or Price (\$)	Grant Cost (\$)	Match Cost (\$)
<p><u>Equipment</u> (list items)</p> <p>Inventory/GIS Computer System (Hdw & S/W)(1H)</p> <p>SUBTOTAL</p>	<p>1 ea</p>	<p>3,000</p>	<p>1,500</p> <hr/> <p>1,500</p>	<p>1,500</p> <hr/> <p>1,500</p>
<p><u>Supplies*</u> (list items)</p> <p>SUBTOTAL</p>				
<p><u>Operating Costs</u> (list)</p> <p>SUBTOTAL</p>	<p>none</p>			

Cost Items	Quantity (#)	Rate or Price (\$)	Grant Cost (\$)	Match Cost (\$)
Trees (list species and size)				
SUBTOTAL				
Overhead**			*	
Total			\$19,000	\$19,000

* Grant dollars may not be used to purchase food as supplies.

** Overhead costs up to 5% of total project cost may only be used as a matching cost, grant funds may not be used for overhead costs.

ATTACHMENT H

URBAN AND COMMUNITY FORESTRY GRANT

EXAMPLE

RESOLUTION 00-1,23

A RESOLUTION BY THE CITY OF HOMETOWN, FLORIDA TO ENTER INTO AN URBAN AND COMMUNITY FORESTRY GRANT MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY

WHEREAS, trees are an important part of our community; and

WHEREAS, the City of Hometown desires to apply for an Urban and Community Forestry Grant which would provide monies in which to help fund the citizen forester program; and

WHEREAS, the City of Hometown desires to apply for an Urban and Community Forestry Grant which would provide monies in which to help fund the citizen forester program; and

WHEREAS, the City of Hometown wishes to enter into an Urban and Community Forestry Grant Memorandum of Agreement between the City of Hometown, Florida and the Florida Department of Agriculture and Consumer Services;

NOW, THEREFORE, BE IT RESOLVED by the City council of Hometown, Florida:

Section 1. The City Council supports the development of a citizen forester program to allow continuation of the city's tree planting program.

Section 2. The City Council hereby authorizes the City Manager to enter into an Urban and Community Forestry Grant Memorandum of Agreement between the City of Hometown, Florida and Florida Department of Agriculture and Consumer Services.

INTRODUCED, PASSED AND ADOPTED THIS THE 10TH DAY OF JUNE, 2000.

BY: _____
Mayor

ATTEST:

City Clerk

APPROVAL AS TO FORM:

City Attorney

ATTACHMENT I
EXAMPLE

URBAN AND COMMUNITY FORESTRY (U&CF)
GRANT MEMORANDUM OF AGREEMENT

This Agreement, made and entered into this the _____ day of _____, 20____ by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, hereinafter called the "Department" and the City of Dania Beach, hereinafter called the "Contractor."

WITNESSETH

WHEREAS, the Department desires to increase the application of the principles of urban and community forestry by awarding funds to the Contractor for the specific project set forth in grant application Number 08-06, included herein as Exhibit A and by reference made a part hereof:

WHEREAS, the Catalog of Federal Domestic Assistance (CFDA) number is 10.664;

WHEREAS, the six digit Department of Management Services' class/group code commodity catalog control number is 991-365.

WHEREAS, the Department and the Contractor are of the opinion that the citizens of the state would benefit from the implementation of urban and community forestry projects that improve our communities through the proper care of trees and related plant materials;

WHEREAS, the Contractor by Resolution No. 2008-070, dated April 23, 2008, has indicated its support of the grant application and authorized its officers to execute this Agreement on its behalf; agree as follows:

- A. Failure by the Contractor to sign and return this agreement, within 60 days upon receipt of the agreement, shall constitute forfeiture of the award.
- B. The contract is valid upon execution through September 30, 2009.
- C. The Contractor has estimated the project cost to be \$20,000 as shown on the grant application budget sheet attached as Exhibit B. The Department agrees to reimburse to the Contractor the total sum of \$10,000 or fifty percent (50%) of the final approved project costs, whichever is less (the "Grant Amount"). The Grant Amount is limited to only those items which are directly related to this project as described in Exhibits "A" and "B". Project costs for which the applicant has already received reimbursement from any other source are not eligible for funding under this grant.
- D. The Contractor agrees to maintain plant materials established as a part of the project for a period of three years and enter into an agreement which designates and sets forth the duties and responsibilities of the parties in maintaining the project.
- E. The project to be performed by the Contractor shall be subject to periodic inspections by the Department. The Contractor shall not change or deviate from the project without written approval by the Department.
- F. The Contractor agrees to submit to the Department an interim report on project accomplishments quarterly (September 30, 2008, December 31, 2008, March 31, 2009, June 30, 2009, etc.). Failure to submit a required report or submission of an unsatisfactory report is sufficient grounds for termination of this agreement.

- G. Reimbursements can be made on a quarterly basis, if requested. No advance payments will be provided. Applicants must submit a completed reimbursement summary sheet to the Department with sufficient attachments to verify the claims made. These may include invoices, receipts, canceled checks, payroll log sheets, etc. No more than 75 percent of the grant amount will be paid to the Contractor prior to the submission of a completed Certification of Acceptance endorsed by the Department.

The final payment shall be made once the following documents are received:

- (1) Certification of Acceptance endorsed by a Division of Forestry official.
- (2) Final Reimbursement Summary Sheet with attached backup documentation.
- (3) Brief narrative summarizing project accomplishment.
- (4) News release to be submitted to a local publication crediting the U.S. Forest Service for providing funding.
- (5) Letter of appreciation to the local congressional representative.

For installed plant materials, a sixty (60) day grow-in-period will be required after project completion. Certification of Acceptance by the Department may be requested sixty (60) days after project completion.

- H. The Contractor must submit the final claim for reimbursement to the Department on or before November 15, 2009.
- I. The Contractor acknowledges and agrees that public use of all reports or other printed material, videos, audio recordings, films and photographs produced as part of this project shall not be restricted under the copyright laws of the United States of America. All products (brochures, signs, videos, etc.) funded by the Urban and Community Forestry Grant must display a statement that the material has been prepared using Urban and Community Forestry grant funds received through the U.S. Forest Service.

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 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)488-2020 or Purchasing Office at (850) 488-7552. Invoices returned to a Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.

Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Expenses associated with travel and per diem are not eligible.

Purchases of \$2,500 to \$25,000 shall be carried out documenting two or more written quotations or written record of telephone quotations or informal bids to be opened upon receipt, whenever practical. Competitive sealed bidding is required for all purchases exceeding \$25,000. Justification must be provided for a sole source award or for an award to a vendor other than the vendor submitting the lowest bid or quote.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Entities (Subrecipients) who may be experiencing problems in

obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-850-410-9724.

This Agreement may be terminated under any one of the following conditions:

- A. The Department may terminate this contract at any time in the event of the default or failure of the Contractor to fulfill any of its obligations hereunder. 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:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Contractor.
 - 2. Disallow all or part of the cost of the services not in compliance.
 - 3. Wholly or partly suspend or terminate this contract.
- B. 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 Section 119.07(1), Florida Statutes.
- C. By either party following sixty (60) calendar days written notice.

In the event this Agreement is terminated before the Department has paid the Contractor the entire Grant Amount, then the Department agrees to pay the Contractor the entire Grant amount, if the project has been completed. If the project has not been completed, the Department shall pay to the Contractor a percentage of the Grant amount equal to the percentage of the project's completion.

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. If initially competitively procured, contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the original contract, whichever period is longer. Renewal of a contract for 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. Renewal costs may not be charged by the Contractor.

It is mutually understood and agreed that this contract is:

- A. Subject to the provisions of Section 287.058, Florida Statutes, and the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in Section 287.0582, Florida Statutes.
- B. Subject to the approval of the State Chief Financial Officer (Department of Financial Services).

It is mutually understood and agreed that if this contract disburses grants and aids appropriations, it is:

Subject to the requirements of Section 216.347, Florida Statutes, a state agency, a water management district, or the judicial branch may not authorize or make any disbursement of grants and aids

appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

The following provisions of A through K are not applicable to procurement contracts used to buy goods or services from vendors, but are only applicable to a Contractor subject to the Florida Single Audit Act.

- A. There are uniform state audit requirements for state financial assistance provided by state agencies to Nonstate entities to carry out state projects in accordance with and subject to requirements of Section 215.97, Florida Statutes, which may be applicable to and binding upon Recipient. Nonstate entity means a local governmental entity, nonprofit organization, or for-profit organization that receives state resources. Recipient means a Nonstate entity that receives state financial assistance directly from a state awarding agency.
- B. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a state single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, F.S., applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 2 to this agreement indicates state financial assistance awarded through this Department resource by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from this Department resource, other state agencies, and other Nonstate agencies. State financial assistance does not include Federal direct or pass-through awards and resources received by a Nonstate entity for Federal program matching requirements.
- C. Audits conducted pursuant to Section 215.97, F.S., shall be: (1) performed annually, and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- D. Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt a Nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such Nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.
- E. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. If the Nonstate entity does not meet the threshold requiring the state single audit, such Nonstate entity must meet terms and conditions specified in this written agreement with the state awarding agency. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provision of Section 215.97, F.S., the cost of the audit must be paid from the Nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than state entities).
- F. Each state awarding agency shall:
 - (1) Provide to a Recipient, information needed by the Recipient to comply with the requirements of Section 215.97, F.S.
 - (2) Require the Recipient, as a condition of receiving state financial assistance, to allow the state awarding agency, the Chief Financial Officer, and the Auditor General access to the Recipient's records and the Recipient's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, F.S. The Recipient is required to retain sufficient records

demonstrating its compliance with the terms of this agreement for a period of three years from the date the audit report is issued, and shall allow the department of Agriculture and Consumer Services or its designee, access to such records upon request.

- (3) Notify the Recipient that Section 215.97, F.S., does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.
 - (4) Be provided by Recipient one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means the non-state entities financial reports, management letter, auditee's written responses or corrective action plan, correspondence on the follow-up of prior years corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
 - (a) The Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, FL 32399-0800
 - (b) The Auditor General's Office at the following address:
State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450
- G. Any reports, management letters, or other information required to be submitted to the Department of Agriculture and Consumer Services pursuant to this agreement shall be submitted timely in accordance with Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.
- I. The Recipient shall be required to ensure expenditures of state financial assistance be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures (DFS).
- J. The Recipient agrees that this agreement may be charged only with allowable costs resulting from obligations incurred during the term of this agreement.
- K. The Recipient agrees that any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

The following provisions of A through H are applicable regarding the administration of resources provided by the Department to the Recipient of Federal Funds. Those provisions are applicable if the Recipient is a state or local government or a nonprofit organization as defined in OMB Circular A-133, as revised.

- A. In the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 2 to this agreement indicates Federal resources awarded through this Department by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from this Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with provisions of OMB Circular A-133, as revised, will meet these requirements.
- B. In connection with these audit requirements, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- C. If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from the non-federal resources (i.e., the cost of such an audit must be paid from the Recipient resources obtained from other than Federal entities).
- D. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:
 - (a) The Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800
 - (b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - (c) Other federal agencies and pass-through entities in accordance with Sections .320(c) and (f), OMB Circular A-133, as revised.
- E. Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the Auditor, to the Department of Agriculture and Consumer Services at the following address:

The Department of Agriculture and Consumer Services
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

- F. Any reports, management letters, or other information required to be submitted to the Department of Agriculture and Consumer Services pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, as revised.
- G. Recipients, when submitting financial reporting packages to the Department of Agriculture and Consumer Services for audits done in accordance with OMB Circular A-133, as revised, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract 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) 487-1471 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract 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 this Agency 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 of Florida, 12425 28th Street, North, 3rd Floor, St. Petersburg, Florida 33716, telephone number (727) 572-1987.

The Contractor is informed that 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 on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an agreement 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 from the date of being placed on the convicted vendor list.

The Contractor is informed that the employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationalization Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

The Contractor is informed that an entity or affiliate who has been placed in the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

In accordance with Federal law and U.S. Department of Agriculture (USDA) policy, this Contractor is prohibited from discriminating on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326 W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC, 20250-9410, or call (202)720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

In accordance with Section 768.28, Florida Statutes, the Contractor Covenants and agrees that it shall indemnify and hold harmless the Department and all of the Department's officers, agents and employees from any claim, action, neglect or omission by the Contractor during the performance of the Agreements, whether direct or indirect, and whether any person or property to which the Department or said parties may be subject, except that neither the Contractor nor any of its sub-contractors shall be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Department or any of its officers, agents or employees.

In the event that two or more documents combine to form this agreement between the parties, including future amendments and addenda, and in the event that there are contradictory or conflicting clauses or requirements in these documents, the provisions of the document(s) prepared by the Department of Agriculture and Consumer Services Contract shall be controlling.

All contracts entered into by the Department of Agriculture and Consumer Services or any Division or Bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

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.

As applicable under Section 768.28, Florida Statutes, each party will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of such party or any of its officers, agents or employees.

All notices, demands, requests or other instruments to the Department shall be addressed to:

Mr. Charlie Marcus
Forest Management Bureau
3125 Conner Boulevard, Suite R-8
Tallahassee, Florida 32399-1650

All notices, demands, requests or other instruments to the Contractor shall be addressed to:

Ms. Corrine Lajoie
City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Signed by parties to this agreement:

DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES

CONTRACTOR

Signature

Signature

Title

Title

Date

Date

EXHIBIT - 2

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) –
\$ (amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

*Federal Program:
List applicable compliance requirements as follows:*

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. *Etc.*

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show the total State resources awarded for matching.

*Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) –
\$ (amount)*

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project (list State awarding agency, Catalog of State Financial Assistance title and number) –
\$ (amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of "ABC" for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

ATTACHMENT J
EXAMPLE

URBAN AND COMMUNITY FORESTRY GRANT
MAINTENANCE MEMORANDUM OF AGREEMENT

This Agreement, made and entered into this the ____ day of _____, 20____, by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, hereinafter called the Department and the Miami-Dade County, hereinafter called the Contractor.

WITNESSETH

WHEREAS, the Department desires to increase the general level of knowledge of the principles of urban and community forestry by awarding funds to the Contractor for the establishment of a demonstration tree planting project as outlined in the Urban and Community Forestry grant application Number 10-34 and Grant Memorandum of Agreement (the Grant Agreement) attached hereto as Exhibit "1" and by reference made a part hereof;

WHEREAS, the Contractor agreed in the Grant Agreement to maintain the project as described in the Grant Application;

WHEREAS, the Contractor by Resolution desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, herein and in Exhibit "1", the Grant Memorandum of Agreement, the parties covenant and agree as follows:

- A. The Contractor shall maintain the project in a responsible manner and with due care in accordance with the below listed Project Standards for the property at the following location:

1 mile segment of County R.O.W. on S.W. 56th Street (Miller Drive) between SR 826 and 117th Avenue.

Specifically, the Contractor accepts the below listed responsibilities and duties:

- (1) All planting stock or replacement must be Florida Grade #1 or better.
- (2) Proper watering and proper fertilization of all trees/plants.
- (3) Keeping trees/plants as free as practicable from disease and harmful insects;
- (4) Proper mulching of trees and/or planting beds;
- (5) Keeping the premises free of weeds;
- (6) Mowing and/or cutting grasses to the proper length;
- (7) Proper pruning of all trees which includes; removing dead or disease parts of trees or pruning such parts thereof which present a hazard;
- (8) Removing and replacing dead or diseased trees/plants in their entirety, or removing and replacing those that fall below original Project Standards.

(9) Following the Planting and Maintenance Guidelines as included herein.

The Contractor agrees to repair, or remove and replace at its own expense all or part of the project that falls below Project Standards. In the event any part or parts of the project, including all plants, must be removed and replaced for whatever reason, then they shall be replaced with the same grade, size and specification as provided in the original plans for the project. Furthermore, the Contractor shall keep litter removed from the project area. The above named functions to be performed by the Contractor shall be subject to periodic inspections by the Department. It is the intent of the parties that the Contractor shall be the owner of the planting and other installations included and stipulated in the grant application comprising the project.

- B. The terms of this Agreement commence on the date of Certification of Acceptance and continue for a period of three (3) years.
- C. In the event this Agreement is terminated in accordance with the provisions provided in Exhibit 1, then the Contractor shall refund to the Department a pro-rated portion of the grant award based upon the following schedule:
 - (1) If this agreement is terminated within one year of this agreement, 75 percent of the grant award;
 - (2) If this agreement is terminated during the second year of this agreement, 50 percent of the grant award;
 - (3) If this agreement is terminated during the third year of this agreement, 25 percent of the grant award.
- D. This Agreement, together with the Urban and Community Forestry Grant Memorandum of Agreement, embodies the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not superseded hereby.

Signed by parties to this agreement:

**DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES**

CONTRACTOR

Signature

Signature

Title

Title

Date

Date

EXHIBIT A

PLANTING AND MAINTENANCE GUIDELINES

A. Planting

Site factors which influence long-term survivability should be considered: overhead and underground utilities, sidewalks, sign conflicts, traffic visibility, light poles, right-of-way or site improvements, size of planting space/site, etc.

All planting stock or replacement stock must be Florida Grade #1 or better.

All synthetic or non-biodegradable material such as nylon rope, synthetic wrap, treated burlap, etc. must be removed from the root ball before planting. All biodegradable material should be removed from the upper 1/3 of the root ball. Precautions should be taken to eliminate any material from extending above the soil surface where it can act as a wick and dry the surrounding soil.

If trees are planted with wire baskets around the root ball, it is recommended that the top two tiers of wire be cut and removed after the root ball is set in the planting hole.

The planting hole should be at least 3-5 times the diameter of the root ball (where possible) and the same depth as the root ball.

Position the tree or palm in the center of the planting hole with the tree's root flare at or within two inches of the surrounding soil surface.

Backfill with soil from the planting site, if it is not contaminated. All large rocks should be removed. When the hole is half full, slowly water to saturate the soil and remove air pockets, then continue to fill the hole with soil. It is not recommended that large amounts of organic matter be incorporated into the backfill. Rake the soil evenly around the entire planting area.

Water thoroughly to remove air pockets, secure the soil around the roots, and provide nourishment.

B. Mulching

Mulch an area at least three times the diameter of the root ball to a depth of 2-4" with wood chips, bark mulch, shredded mulch, leaves or pine needles. Keep the mulch several inches away from the tree or palm trunk.

Replenish mulch as it decomposes maintaining a 2-4" layer over the life of the project.

C. Staking

Stake only if necessary; for example, if the tree or palm will not stand on its own due to potential vandalism or strong winds.

Use flexible materials such as strapping or commercially available ties that give as the tree diameter increases and as the tree moves. Biodegradable material is recommended.

Do not use wire even if the wire is inside rubber hosing.

Stakes and ties should remain on the trees no longer than one year to avoid girdling.

D. Pruning

At the time of planting, only dead, damaged, rubbing or cross braches or fronds should be removed.

Remove sucker sprouts from the base of the tree after planting.

Corrective/structural pruning can begin approximately one year after planting. Do not remove more than 1/4 of the live crown during one growing season.

E. Watering

Follow the standard IFAS watering schedule for new tree plantings. Slow deep watering is recommended.

Additional water may be needed during hot or dry periods.

As tree or palm growth progresses, be sure to water outward (away from the trunk) to the surrounding soil area. This will promote the outward growth and spread of roots.

Various species of trees or palms and/or soil types may require varied degrees of watering. Soil moisture and tree health should be monitored and irrigation adjusted accordingly. Non-irrigated sites need to be monitored more closely.

F. Fertilizing

Begin a fertilization program within the first year of planting. Broadcast fertilizing or fertilizer plugs/stakes are recommended.

Fertilize lightly after the first year using a balanced fertilizer (rates should be based on the size of the tree or palm and any special nutrient requirements).

If micronutrient deficiencies are suspected, have a soil test completed and supplement the fertilization program accordingly.

ATTACHMENT K

Page _____

REIMBURSEMENT SUMMARY SHEET
URBAN AND COMMUNITY FORESTRY GRANT PROGRAM

Name of Grantee: _____		Contract No.: _____	
Item #	Descriptions of Items or Services Purchased (Attach copies of canceled checks, receipts and invoices)	Grant Amount	Match Amount
	Totals	_____	_____

Remit payment to: _____

Note: Two or more written quotes, or a written record of telephone quotes, must be obtained (and documented) for all individual purchases/expenditures over \$2,500 and less than \$25,000. Should verbal quotes be received, name and address of company and dollar amount quoted shall be documented in writing. Sealed bids are required for all purchases over \$25,000.

AUTHORIZED SIGNATURE: _____
Grantee
Date

ATTACHMENT L

Florida Division of Forestry
Urban Forestry Grant Project
Interim Status Report

Return to:
Kelly Boutwell
3125 Conner Blvd, Rm 262
Tallahassee, FL 32399-1650
Fax: 850-921-8305

Project Status as of: _____
(Date)

DOF Contract Number _____

Grant Recipient Name _____

Project Name _____

Name/Phone No. of Project Manager _____

Type of Entity (check one)

Local Government

Non-Profit Organization

Educational Institution

Date

Date when the vendor to perform the project will be/has been selected: _____

Date when work on the project will/has been completed: _____

Date when the project is scheduled to be/has been completed: _____

Date when claims have been/will be submitted for reimbursement: _____

Assistance needed from a DOF Forester:

Technical Assistance on Project Site

Technical Assistance on Urban Program

Technical Assistance on Claim Process

Certification of Acceptance

Unforeseen problems or circumstances:

Prepared By: _____
(Print Name)

(Signature)

ATTACHMENT M

**FEDERAL EMPLOYER IDENTIFICATION NUMBER
REGISTRATION INSTRUCTIONS**

1. Go to www.myflorida.com
2. Choose "Business"
3. Choose "Doing Business with the State"
4. Under "Everything for Vendors and Customers" choose MyFloridaMarketplace/e-Pro
5. Choose "Register with MFMP"
6. Choose "New Vendor Registration"
7. Enter your company name and tax ID number and update your mailing address and other information where applicable. Follow the prompts.

ATTACHMENT N
ALLOCATION OF GRANT FUNDS

POPULATION ZONE #1 COUNTIES \$100,000

Escambia	Liberty	Suwannee	Clay
Santa Rosa	Franklin	Hamilton	St. Johns
Okaloosa	Gadsden	Columbia	Levy
Walton	Leon	Gilchrist	Putnam
Holmes	Wakulla	Baker	Flagler
Washington	Jefferson	Union	Marion
Bay	Madison	Bradford	Volusia
Gulf	Taylor	Alachua	Citrus
Calhoun	Dixie	Duval	Hernando
Jackson	Lafayette	Nassau	Pasco
Brevard	Sumter		

POPULATION ZONE #2 COUNTIES \$100,000

Pinellas	Indian River	Manatee	Brevard
Hillsborough	St. Lucie	Hardee	
Polk	Okeechobee	DeSoto	
Orange	Highlands	Sarasota	
Osceola	Lee	Charlotte	
Lake	Glades	Seminole	

POPULATION ZONE #3 \$100,000

Collier	Palm Beach	Dade	Martin
Hendry	Broward	Monroe	

ATTACHMENT O

**FLORIDA DIVISION OF FORESTRY
DISTRICT/CENTER CONTACTS**

Note: Individual County Forester contact information is available on the website at www.fl-dof.com.

Blackwater Forestry Center (Escambia, Santa Rosa, Okaloosa Counties)
Center Manager – Tom Ledew
850/957-6140

Chipola River District (Bay, Calhoun, Gulf, Liberty, Holmes, Jackson, Walton, Washington Counties)
District Manager – Joe Anderson
850/872-4175

Tallahassee District (Leon, Wakulla, Jefferson, Gadsden, Franklin Counties)
District Manager – Ken Weber
850/414-1131

Perry District (Taylor, Dixie, Madison, Lafayette Counties)
District Manager – Erin Albury
850/838-2290

Suwannee District (Columbia, Baker, Hamilton, Suwannee, Bradford, Union Counties)
District Manager – Sam Leneave
386/758-5700

Jacksonville District (Duval, Clay, Nassau Counties)
District Manager – Bruce Hill
904/266-5003

Waccasassa Center (Alachua, Marion, Gilchrist, Levy, Putnam Counties)
Center Manager – Don West
352/955-2005

Bunnell District (Volusia, St. Johns, Flagler Counties)
District Manager – Mike Kuypers
386/446-6787

Withlacoochee Forestry Center (Pasco, Sumter, Hernando, Lake, Citrus Counties)
Center Manager – Winnie Schreiber
352/754-6777

Orlando District (Orange, Osceola, Seminole, Brevard Counties)
District Manager – Sean Gallagher
407/251-2355

Lakeland District (Polk, Hillsborough, Pinellas Counties)
District Manager – Gary Zipprer
863/648-3163

Myakka River District (Manatee, Sarasota, Charlotte, DeSoto, Hardee Counties)
District Manager – Duane Weis
941/751-7629

Okeechobee District (St. Lucie, Martin, Indian River, Highlands, Glades, Okeechobee Counties)
District Manager – Jim Rath
863/462-5160

Caloosahatchee District (Lee, Collier, Hendry Counties)
District Manager - Hank Graham
239/694-2181

Everglades District (Palm Beach, Broward, Dade, Monroe Counties)
District Manager – David Crane
954/475-4120

ATTACHMENT P

Florida Department of Agriculture and Consumer Services Bureau of General Services



ADAM H. PUTNAM
COMMISSIONER

DRUG-FREE WORKPLACE PROGRAM - BIDDER CERTIFICATION

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