



ADAM H. PUTNAM
COMMISSIONER

REQUEST FOR PROPOSAL
T. MARK SCHMIDT OFF-HIGHWAY VEHICLE GRANT PROGRAM
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
FLORIDA FOREST SERVICE

2018 - 2019
GENERAL INSTRUCTIONS

***NOTICE – Total funding available for distribution - \$645,000. Project deliverables must be completed by June 30, 2019. Failure to complete all deliverables by the deadline may result in loss of funding.**

***Please note that this Request for Proposal differs from previous advertisements. Applicants are responsible for all information requested in this advertisement.**

PART I – General Instructions

Applicants are responsible for all information requested in this advertisement. The application packet must not exceed forty (40) one-sided pages, including attachments. At minimum, do not submit Attachments F, G and H since they are reference documents for award recipients. All attachments must be 8 1/2" X 11", except attached sketches, plans and maps, which must be no larger than 2' X 3' and folded into 8 1/2" X 11". **Five (5) copies (one copy with original signatures and four 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. on July 20, 2018 at:**

Florida Department of Agriculture and Consumer Services
Florida Forest Service
FY 18-19 OHV GRANT PROPOSAL
Attn: Marti Miller, OHV Coordinator
Conner Building - Mail Stop C-25
3125 Conner Blvd.
Tallahassee, FL 32399-1650
Telephone (850) 681-5884

Applicants must follow this proposal outline and complete all items listed on the General Proposal Criteria and the Category Specific Criteria and Narrative for which you are applying. Failure to follow this outline or to include all requested information or supporting documentation may result in your proposal considered incomplete and ineligible for funding consideration.

REQUIRED APPLICANT INFORMATION (Please Print or Type)

Project Title: _____ Project Category: _____
Requested Amount: _____ Match Amount: _____
Applicant Name: _____
Name and Title of Contact Person: _____
Address: _____
Zip: _____ Phone: (_____) _____ Email: _____
FEID Number: _____

Is organization a not-for-profit corporation pursuant to Chapter 617, Florida Statutes? Yes___ No___

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: Name

Title

Signature

Date

PART I – General Instructions (Cont.)

Each applicant must complete/provide the following to be considered:

HOW TO SUBMIT AN APPLICATION

Applications must be submitted in a sealed envelope to the name and address provided on page 1 (General Instructions) by the time and date listed.

1. Each application must contain five (5) copies (one with original signatures and four copies) of the application including all attachments.
 - a. Must not exceed forty (40) one-sided pages, including attachments.
 - b. All attachments must be folded to a size not to exceed 8 ½" x 11".
 - c. All copies should be in soft cover, three ring binders or folders. To facilitate the review and scoring process, please tab all support documents or attachments.
 - d. All signatures on the "original" must be in blue ink.
 - e. The number of applications for the OHV Grant Program is limited to one (1) per entity. Failure to comply with this requirement may result in non-award of any proposal.
2. General Instructions (page 1) – Complete, date and obtain the signature from the individual who is legally authorized to approve submittal of the application and execute an agreement. Failure to return a signed form will result in an incomplete and therefore, ineligible application.
3. A resolution or letter from the appropriate authority accepting the funding stipulations or delegating authority to execute agreements and documents associated with the grant request may be required based on the decision-making authority of the proposing entity. **(SECTION C., ELIGIBILITY REQUIREMENTS AND ATTACHMENT F, STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT).**
4. **ATTACHMENT C, CONFLICT OF INTEREST STATEMENT** – must be completed, signed and returned with application package.
5. **ATTACHMENT D, DRUG FREE WORKPLACE PROGRAM** – must be completed, signed and returned with application package.
6. **ATTACHMENT E, CERTIFICATION REGARDING LOBBYING: DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS** - must be completed, signed and returned with application package.
7. **ATTACHMENT I, CERTIFICATION REGARDING SCRUTINIZED COMPANIES** - must be completed, signed and returned with application package.
8. General Proposal Criteria – Applicants must submit a complete proposal. It must not be altered in format or content. This form must be completed in its entirety and the first page is required information.
9. Category Specific Criteria – The proposal must be clearly identified and a project description provided. It must not be altered in format or content. Please insert information in the format provided. Please be as specific as possible.
10. Project Budget Worksheet – Must be completed in detail. If awarded, the project budget requires strict adherence. Deviation from the approved project budget requires prior written approval.

PART II – Applicant Checklist

- _____ 1. The entire Request for Proposal (RFP) has been read.
- _____ 2. REQUIRED APPLICATION INFORMATION (PART I) - signed and dated by an authorized representative or chief executive officer of the organization. FAILURE TO RETURN A SIGNED FORM WILL RESULT IN AN INCOMPLETE AND THEREFORE, INELIGIBLE, APPLICATION.
- _____ 3. REQUIRED APPLICATION INFORMATION (PART I) - A complete physical address for the applicant in the space provided (street address, city, zip and telephone number). Please note: All future correspondence will be sent to the contact person listed on your application.
- _____ 4. The Instructions to Applicants and General Agreement Conditions have been thoroughly reviewed (PART III).
- _____ 5. General Proposal Criteria – Applicants must follow and use this format, unaltered in format or content. The forms must be completed in their entirety (PART IV).
- _____ 6. Category Specific Criteria – Applicants must use this format, unaltered in format or content. The forms must be completed in their entirety (PART V).
- _____ 7. Project Budget Worksheet – List all anticipated expenditures and clearly explain all project costs, including matching costs and/or services and proof of identified match. Applicants must use this format, unaltered in format or content. The forms must be completed in their entirety (PART VI).
- _____ 8. **ATTACHMENT C, CONFLICT OF INTEREST STATEMENT** - completed and signed.
- _____ 9. **ATTACHMENT D, DRUG-FREE WORKPLACE PROGRAM – BIDDER CERTIFICATION** – completed and signed.
- _____ 10. **ATTACHMENT E, CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS** - completed and signed.
- _____ 11. Applicants should begin the review process of the attached draft agreement (**ATTACHMENT F, STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT**) through their agency or entity to expedite the contractual requirements. The final agreement for successful projects will be mailed following final approval by the Department.
- _____ 12. **ATTACHMENT I, CERTIFICATION REGARDING SCRUTINIZED COMPANIES** – completed and signed.
- _____ 13. Compiled grant packet in its entirety.
- _____ 14. One (1) original and four (4) copies of the proposal package have been submitted in soft cover, three ring binders or folders.



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PART III – Instructions to Applicants and General Agreement Instructions

A. INTRODUCTION

The popularity of off-highway vehicles, all-terrain vehicles (ATV) and off-highway motorcycles (OHM) has shown steady growth in Florida over the past several years. Data from the Florida Department of Highway Safety and Motor Vehicles reveals that OHV's continue to be purchased and are used in all parts of the state. However, there are still a limited number of legal areas to ride on public lands. To accommodate the increasing number of OHV users in Florida and adequately protect sensitive Florida ecosystems, more areas must be purchased, planned and developed.

B. PURPOSE

The purpose of T. Mark Schmidt Off-Highway Vehicle Grant Program (hereinafter referred to as the OHV Grant Program) is to provide financial assistance to governmental agencies or eligible applicants to provide or improve off-highway vehicle recreational areas or trails for public use on public lands. Through the Off-Highway Vehicle Titling Program, the state of Florida has been allocated funds for implementing this program. The primary purpose of the OHV Grant Program is to provide and/or improve off-highway riding opportunities on public lands by establishing and/or maintaining existing or new riding areas; provide environmental protection and restoration to affected natural areas in the system; provide enforcement of applicable regulations related to the system and off-highway vehicle activities; provide safety, training and rider education in the operation of off-highway vehicles and if funds are available, acquire lands to be included in the system and manage, maintain and rehabilitate such lands. Grant awards are recommended by the Off-Highway Vehicle Recreation Advisory Committee annually, with final approval by the Commissioner of Agriculture and appropriated by the Florida Legislature. **Project deliverables must be completed by June 30, 2019. Failure to complete all deliverables by the deadline can result in loss of funding.**

The OHV Grant Program is intended to help state, federal and local governments; state and federally recognized tribal units with lands in Florida and registered non-profit organizations plan, develop and rehabilitate facilities and lands and education associated with off-highway use and not meant to be a continual funding source for staffing such areas.

C. SCOPE

The OHV Grant Program is part of the Off-Highway Vehicle Safety and Recreation Act passed by the Florida Legislature in 2002. Section 261.06(4), Florida Statutes, authorizes the Florida Department of Agriculture and Consumer Services, Florida Forest Service (hereafter referred to as Department or FDACS), to implement the T. Mark Schmidt Off-Highway Vehicle and Safety Program, including the ultimate approval of grant applications submitted by governmental agencies or eligible applicants.

D. DEFINITIONS

For this Request for Proposal (RFP):

1. **Advisory Committee** - The Off-Highway Vehicle Recreation Advisory Committee created by Section 261.04, Florida Statutes.
2. **Applicant** - A county or local government, state or federal agency or entity; Native-American tribal government; a legally organized and registered non-profit organization, entity or institution.
3. **ATV** – Any motorized off-highway or all-terrain vehicle 50 inches or less in width, having a dry weight of 1,200 pounds or less, designed to travel on three or more non-highway tires and manufactured for recreational use by one or more persons.
4. **Executive Officer (EO)** – The chief administrative employee of a government agency, registered non-profit organization or entity.
5. **Commissioner** – The Commissioner of Agriculture for the state of Florida.
6. **Department or FDACS** – The Florida Department of Agriculture and Consumer Services, Florida Forest Service, an agency of the state of Florida.
7. **Local government** – A county government, a municipality (an incorporated city, town or village) or an independent special district.
8. **Non-profit organization** – An organization that has: (1) obtained non-profit corporate status from the Florida Department of State, (2) been issued a federal employer identification number by the Internal Revenue Service and (3) registered with the Florida Department of Agriculture and Consumer Services.
9. **OHM or off-highway motorcycle** – Any motor vehicle used off the roads or highways of this state with a seat or saddle for the use of the rider and is designed to travel with not more than two wheels in contact with the ground, but excludes a tractor or a moped.
10. **OHV or off-highway vehicle** – Any ATV, two-rider ATV, ROV or OHM that is used off the roads or highways of this state and that is not registered and licensed for highway use under Chapter 320, Florida Statutes.
11. **Program** – The T. Mark Schmidt Off-Highway Vehicle Safety and Recreation Program.
12. **Proposal**. – An OHV grant funding packet from an entity that contains all required attachments and supporting documentation for their project.
13. **Public Lands** – Lands within the state that are available for public use and that are owned, operated or managed by a federal, state, county or municipal governmental entity.
14. **RFP** – Request for Proposal.
15. **ROV or recreational off-highway vehicle** – Any motorized recreational off-highway vehicle 65 inches or less in width, having a dry weight of 2,000 pounds or less, designed to travel on four or more non-highway tires and manufactured for recreational use by one or more persons. The term “ROV” does not include a golf cart as defined in ss. 316.003 and 320.01 or a low-speed vehicle as defined in s. 320.01.
16. **System** – The off-highway vehicle recreation areas and trails on public lands within the state.
17. **Trust Fund** – The Incidental Trust Fund of the Florida Department of Agriculture and Consumer Services, Florida Forest Service.

E. FUNDING SOURCE

Grant awards are solely funded through the Program. These funds are made available by revenue generated through the Off-Highway Vehicle Titling Act and deposited in the Trust Fund.

F. ELIGIBILITY REQUIREMENTS

1. Applicants

- (a) Qualified applicants are limited to a county or local government; state or federal agency or entity; Native-American tribal government; a legally organized and registered non-profit organization, entity or institution submitting a proposal for state funds under this grant program.
- (b) The number of proposals for OHV Grant Program is limited to one (1) per applicant per grant cycle. Failure to comply with this requirement may result in non-award of any proposal.
- (c) The minimum grant amount that may be requested is \$2,500.
- (d) The federal employer identification number (FEID) will be the primary factor used to identify applicants.
- (e) All non-profit organizations applying for grants to be performed on public lands must have a letter of authorization and support from the government entity or leading agency managing said lands.
- (f) At minimum, proposals must provide documented approvals/support obtained from current or proposed land manager or land management agency to allow the development of an OHV recreation area.
- (g) At minimum, proposals must provide documented approval/support for the location of the OHV recreation area obtained from applicable permitting/approval entities such as county or city commission, local zoning/land use board, local environmental protection agency and/or conservation agency, water management district, applicable state and federal agencies and other stakeholders as required for the parcel.
- (h) All grant proposals for acquisition or new construction of facilities are encouraged to apply for cost sharing incentive through other grant resources and seek other sources of funding.

2. Sites

Private Lands are ineligible. **Only activities (designated for OHV use for at least 25 years from the date of project completion) on public lands will be considered.** Proof of commitment must be provided.

3. Cost Share or Match Requirement

A minimum 80:20 match is required (80 percent grant: 20 percent applicant). The local match requirement can be satisfied by using grant funds from other sources or contributions of materials and/or services, unless prohibited by any other relevant grant program. A proposer's ability to provide the match must be documented. FDACS reserves the right to ask for clarification.

4. Other Special Requirements

- (a) Purchases shall be carried out documenting written quotations or written record of telephone quotations or informal bids to be opened upon receipt, whenever practical. All purchases shall comply with the procurement process set by Chapter 287, Florida Statutes, or by local, state, federal, tribal or non-profit organization procurement rules. 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. Grants are for projects not currently budgeted and may not be used to replace existing commitments.
- (b) Operating expense of up to five percent of the total project cost (match plus award) can be used as part of the local match. **No operating expenses will be paid by grant funds.**
- (c) Successful applicants will be required to sign an agreement (**ATTACHMENT F, STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT**). A grant under this program will not be awarded until a grant agreement has been fully executed between the Department and the applicant. The grant agreement will specify the responsibilities of the proposer, a schedule and the terms of payment for the project. All parties must sign this agreement prior to initiating work on the project.
- (d) The maximum allowable assessment for in-kind match for nonprofessional volunteer labor is \$11 per hour, unless otherwise approved in writing. In-kind match for professional volunteer labor requires documentation, in the form of a letter, confirming the value of said labor.
- (e) Any equipment purchased with T. Mark Schmidt grant funding will become legal ownership of the lead agency who manages the land and shall remain on the property for which it is purchased.
- (f) The Department reserves the right to award funds to the best projects or portions of a project regardless of amounts allocated in each project category.

G. GRANT CATEGORIES

There are five grant categories:

1. Pre-Construction - Planning, Design and Permitting of New OHV Areas, Trails or Facilities or expansion of existing OHV Areas.
2. Construction - Construction of New OHV Areas, Trails or Facilities or expansion of existing riding areas.
3. Maintenance and Monitoring:
 - A) Repair, Maintenance, Rehabilitation of Existing OHV Areas, Trails or Facilities.
 - B) Monitoring and Protection of Existing OHV Areas, Trails or Facilities.
4. Education:
 - A) Rider Education, Safety and Training Program.
 - B) Education Outreach.
5. Acquisition - Acquisition of lands to be included in the system.

Category 1: Pre-Construction- Planning, Design and Permitting of New OHV Recreation Areas, Trails or Facilities or expansion of existing OHV Areas.

This category provides funding for projects that focus on planning and designing new recreation areas, trails and/ or facilities or expansions for off-highway vehicle recreational use. Grants can be awarded for preliminary planning; an overall site plan for a recreation area, trail design, etc. Projects must yield tangible deliverables that provide a basis for determining the development of an OHV recreational site or trail. **If an area is not opened for public riding within three years an agency must submit a request**

for extension (maximum of one additional year) or all funds shall be reimbursed to the Trust Fund.

Category 2: Construction - New OHV Recreation Areas, Trails or Facilities or expansion of existing OHV Areas.

2A Construction of New Trails

This category is typified by the actual construction of new OHV recreation trails or expansions that support OHV recreational use. Eligible projects include development of trailheads, trails and scramble areas. Proposals must include a maintenance plan. Maintenance costs incurred after completion of the project are ineligible for reimbursement. No more than 33 percent of the grant funds may be budgeted for labor costs in this category. **If an area is not opened for public riding within three years, an agency must submit a request for extension (up to an additional year) or all funds shall be reimbursed to the Trust Fund.**

AND/OR

2B Construction of New Facilities

This category is typified by the actual construction of new OHV recreation areas and facilities that support OHV recreational use. Eligible projects include development of support facilities such as a restroom, gatehouse, fencing and outdoor showers. A campground will only be considered if it is built for the sole purpose of providing overnight facilities for OHV users. Proposals must include a maintenance plan. Maintenance costs incurred after completion of the project are ineligible for reimbursement. No more than 33 percent of the grant funds may be budgeted for labor costs in this category. **If an area is not opened for public riding within three years, an agency must submit a request for extension (up to an additional year) or all funds shall be reimbursed to the Trust Fund.**

Category 3: Maintenance and Monitoring

3A Repair, Maintenance and Rehabilitation of Existing OHV Areas, Trails or Facilities

This sub-category provides funding for repairs to OHV recreation areas, trails and support facilities; the purchase of equipment for maintenance of OHV recreation areas and trails and costs for rehabilitation projects to OHV areas and trails. Projects under this category should be site specific.

AND/OR

3B Monitoring and Protection of Existing OHV Areas, Trails or Facilities

This sub-category provides funds to implement new or enhance existing monitoring or protection programs for existing OHV use areas, trails and riding programs including, but not limited to; hiring part-time security personnel for OHV sites, camera or video equipment, access control or signage. Replacement for existing materials should be submitted in Category 3A. Contracts for services shall terminate on or before June 30, 2019.

Category 4: Education or Education Outreach

Rider Education, Safety and Training Programs

This category is provided to encourage government agencies, registered non-profit organizations and educational institutions to develop and produce educational materials (leaflets, newsletters, books, videos) for distribution to the public, cost-share seminars, training sessions and workshops on OHV topics. The emphasis is to inform and train the public, volunteer groups and public employees. Projects may include

local, regional and/or statewide workshops, training sessions, seminars or conferences; public service materials (PSA development) and information kiosks, exhibits, brochures and other printed material. Grant funds cannot be used for agency staff salary costs in this category. **All products (brochures, signs, videos, reports, etc.) procured with Trust Fund dollars must contain the statement noted in the Special Provisions of this document.** Recipients are responsible for providing verification that this statement was included in each product.

Category 5: Acquisition

Acquisition of Lands to be Included in the System

This category is established to assist public agencies in acquiring lands (fee simple only) for new OHV riding opportunities or to expand an existing OHV program in the system. Land purchased under this program must be developed and opened as an OHV area within three years from acquisition. **If an area is not opened for public riding within the required three years an agency must submit a request for extension (up to an additional year) or all funds shall be reimbursed to the Trust Fund.** Additional restrictive covenants will be recorded at the time of closing affirming public OHV use on the acquired property.

H. SELECTION CRITERIA

A Grants Sub-committee, made up of members of the OHV Advisory Committee, 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, be legible and understandable.
2. A letter approving the proposal and authorizing the chief executive officer of the proposer 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 will not be accepted or considered. Unsigned proposals will be ruled ineligible.

The Sub-Committee then presents its findings and recommendation to a quorum of the OHV Advisory Committee for approval. The OHV Advisory Committee makes its recommendation to the Department for final determination.

Remember, only activities (designated for OHV use for at least 25 years from the date of project completion) on public lands will be considered. Proof of commitment must be provided.

I. 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 an applicant whom the Department determines is not able to perform the agreement requirements. Minor irregularities are those that will not have a significant adverse effect on overall competition, cost or performance.

J. 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 upon 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.

K. COST OF PREPARATION

The Department is not liable for any costs incurred by an applicant in response to this RFP.

L. OHV GRANT PROGRAM AGREEMENT

A grant under this program will not be awarded until a grant agreement has been fully executed between the Department and the proposer. The grant agreement shall detail the responsibilities of the proposer, a schedule and the terms of payment for the project.

All grant funded deliverables must be completed by June 30, 2019. Any extensions must be in writing and approved by the Department.

J. EXECUTION OF AGREEMENTS AND DOCUMENTS

Upon notification of a grant award, the following shall take place:

1. It will be the responsibility of the proposer to ensure that the grant agreement is fully executed within a period of thirty (30) days upon receipt. Failure to comply with this schedule may result in the grant offer being withdrawn.
2. The grant agreement prepared between the Department and the applicant shall stipulate:
 - a. Deliverable expectation of 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.

K. REVIEW OF PROJECTS IN PROGRESS AND UPON COMPLETION

The Department shall ensure that the terms of the agreements executed under these guidelines are enforced. The Florida Forest Service Director or designee shall review the projects prior to final acceptance by the Department.

The final reimbursement claim must be fully processed by September 1, 2019.

L. FUNDING SOURCE & RESTRICTIONS

1. Funding is subject to the amount of spending authority allocated by the Florida Legislature and the amount of revenue generated through the off-highway vehicle titling process.
2. FDACS has the right to cancel agreements and award unused funds elsewhere if, based on quarterly reports, there is a substantial lapse in activity.

M. OTHER SUBMISSION REQUIREMENTS

Upon notification of a grant award, the following will take place:

1. Terms and conditions within the grant agreement and associated attachments will apply.
2. 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.
3. The contractor will maintain books, records and documents directly pertinent to the performance under this agreement in accordance with generally accepted accounting principles consistently applied.

FDACS, the state or their authorized representatives will have access to such records for audit purposes during the term of the agreement and for three years following the agreement 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.

N. METHOD OF REIMBURSEMENT

Pursuant to Section 216.181, Florida Statutes, paragraph 14(b), advance payment may be made upon written request within the initial three (3) months of implementation of the grant. The Department may make an advance of no more than 25 percent of the grant award and the entity (recipient) must request the advance payment in writing, documenting the need and using forms provided by the Department. Thereafter, quarterly disbursements will be made on a reimbursement basis. Upon receipt by the Department of a reimbursement summary sheet with all required attachments, including invoices and/or receipts, canceled checks, payrolls, 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 Certification of Acceptance (**ATTACHMENT H, CERTIFICATION OF ACCEPTANCE**) by the Department. The final payment shall not be made until the Certification of Acceptance is received from the Department. Upon receipt of the reimbursement summary sheet along with copies of invoices and checks paid, FDACS in Tallahassee will place the claim in line 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 (**ATTACHMENT B, NOTIFICATION OF VENDOR OMBUDSMAN'S NAME AND TELEPHONE NUMBER**).

ANY WORK PERFORMED ON THE PROJECT AND/OR ANY EXPENDITURES MADE PRIOR TO EXECUTION OF A GRANT AGREEMENT AND WRITTEN AUTHORIZATION FROM FDACS 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.

O. CALENDAR OF EVENTS

- | | |
|---------------------------|--|
| June 15, 2018 | RFP advertised and released. |
| July 20, 2018 | Sealed proposals in response to this RFP must be Received by 2:00 PM EDT. <u>"18-19 OHV Grant Proposal FY 18-19 - OPENING DATE – July 20, 2018, 2:00 P.M.</u> must appear on the outside front of the proposal package. Completed proposal packages shall be mailed or delivered to Florida Forest Service, Marti Miller, Conner Building, Room 268, 3125 Conner Blvd. Tallahassee, FL 32399 1650. |
| | *PROPOSALS RECEIVED AFTER THIS TIME WILL BE RETURNED UNOPENED TO THE APPLICANT. |
| By August 3, 2018 | Evaluation of Proposals. |
| By August 31, 2018 | Expected date for award notice of Department's contract award recommendations. |
| October 1, 2018 | Expected grant agreement execution and authorization to begin. |
| June 30, 2019 | Project deliverables must be completed and certified by FDACS. |

September 1, 2019

Deadline for final reimbursement claim.

September 30, 2019

Agreement ending date.

P. SPECIAL PROVISIONS

GRANT AGREEMENT AND CONDITIONS

Terms and conditions within the grant agreements 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 report must be submitted with all invoices for payment. 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.

A final project report is required as a prerequisite to final payment. To receive final payment of grant, all invoices must have a final status report and reimbursement summary sheet submitted.

All products (brochures, signs, videos, reports, etc.) funded by the OHV recreation grant MUST display the following statement:

"Funding for this project was provided by the T. Mark Schmidt Off-Highway Vehicle Safety and Recreation Grant Program through the Florida Department of Agriculture and Consumer Services, Florida Forest Service."

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 RFP:

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the 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 comply 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 FDACS-01522, CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS and enclose it with his/her bid or proposal (**ATTACHMENT E, CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS**). 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.

DRUG-FREE WORKPLACE

Preference shall be given to bids certifying a drug-free workplace has been implemented in accordance with Section 287.087, Florida Statutes. Whenever two or more equal bids are received by the state or by any political subdivision for the procurement of commodities or contractual services, the bid received from a business that certifies 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 (**ATTACHMENT D, DRUG-FREE WORKPLACE PROGRAM - BIDDER CERTIFICATION**). If applicable, please sign and return with your bid response.

CERTIFICATION OF NO CONFLICT OF INTEREST

Any person submitting a proposal in response to this Request for Proposal must complete and enclose the Conflict of Interest Statement form (**ATTACHMENT C, CONFLICT OF INTEREST STATEMENT**) with their proposal. Award will not be made by the Department until the certification is signed by the proposer and submitted to the Department.

COOPERATION WITH THE INSPECTOR GENERAL

Pursuant to section 20.055(5), Florida Statutes, the contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review or hearing.

SCRUTINIZED COMPANIES AND PROHIBITED BUSINESS ACTIVITIES

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

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

In order for your bid to be considered responsive, **ATTACHMENT I, CERTIFICATION REGARDING SCRUTINIZED COMPANIES**, must be completed and included in your bid package. The list may be found at

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>. The Department may immediately terminate any contract, as a result of this bid, for cause if the contractor is found to have submitted a false certification.

NON-DISCRIMINATION STATEMENT

In accordance with Federal law, 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).

QUESTIONS

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

Marti Miller
OHV Coordinator
Florida Forest Service
(850) 681-5884
Marti.Miller@FreshFromFlorida.com

No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any purchaser or departmental 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 purchaser. Also, only communications from the applicants, which are in writing and signed, will be recognized by the purchaser as duly authorized expressions on behalf of the applicant.

PART IV – General Proposal Criteria

Section 1 - Capacity to Develop, Operate and Maintain the Project

Only one category per proposal may be submitted. Applicants must clearly indicate the category and type of project they are applying (for example: Category 4A – Rider Education, Safety and Training Program). Demonstrate the organization's ability to successfully develop, implement, operate and sustain all proposed project components. Provide an operations plan to support the project, if warranted. Address staffing and include the percentage of staff time dedicated to this proposed project and their qualifications to conduct the proposed work. Demonstrate that the organization has adequate financial resources to sustain the OHV project, if funded.

Section 2 - Demonstrated Need

Describe the location of the project, including the county in which it is located. Indicate the OHV region the project is in the Table in **ATTACHMENT G, COUNTIES BY OHV TITLING REGION**. Indicate whether it is in a Rural Economic Development Initiative Community per s. 288.0656, (<http://dor.myflorida.com/dor/property/cofficials/fiscalcl/>).

Required Documentation: • DOT county road map or geo-referenced ARC GIS map with the location and project boundary clearly marked.

Section 3 - Cost Effectiveness

1. Use the project budget worksheet provided to present the project budget. A minimum 20% match is

required on behalf of the applicant.

2. Points may be earned by providing a written cooperative agreement or understanding between the applicant and a public or private entity in which said entity agrees to provide 10% or more of the total project cost in cash, land or labor services for the development/construction of this project, with the proposer holding the lead management responsibility. A fully executed written cooperative agreement or understanding must be submitted.

Required Documentation:

- Completed Budget of the Proposal Form
- Executed Cooperative Agreement or Understanding (if applicable)

Section 4 - Level of Community Involvement and Support

The applicant should describe the work that has been done to ensure community support for this project. Up to four points can be received for government resolution(s) or support letters and up to four points for letters of support from community organizations or club. Letters must be on official letterhead.

Required Documentation:

- Government resolution(s) or letter(s) of support on official letterhead.
- Letter(s) of support from community organizations or clubs on official letterhead.

Section 5 - Other Required Documentation

- Aerial photograph(s) with clearly marked polygon of parcel.
- Detailed map of the property location, configuration and legal access.
- Confirmation of willing manager.
- County tax records.
- Documentation that property is properly zoned or has been granted a special use permit to allow for OHV recreation.

PART V – Category Specific Proposal Criteria (Narrative)

Applicants must clearly indicate the category and type of project for which they are applying (for example: Category 4 – Rider Education, Safety and Training Program). Only one category per proposal may be submitted. The appropriate documentation for that category must be included in the proposal or it may be deemed non-responsive and ineligible for funding consideration.

Category 1 - Pre-Construction.

1. Planning, Design and Permitting (New OHV Recreational Areas, Trails and Facilities).

Describe in detail the trailhead(s), trail system and facilities to be designed for the new recreation area for off-highway vehicle recreational use. This should include the physical characteristics of the trail(s), such as length, width, special features and trail classification. It should also include the supported uses, such as single track OHVs, ATVs or shared use. Indicate the hours of operation when these trails and facilities will be open for use by the public. Proposer must provide the anticipated date when the funded project will be available for public use. **If an area is not opened for public riding within three years an agency must submit a request for extension (up to an additional year) or the agency shall reimburse all funds.**

Describe natural, historical, archaeological and cultural resources found onsite and how they will be protected. Explain how these trails and facilities, once constructed, will be monitored and maintained to provide a good trail experience and to reduce environmental impacts.

Proposer must define the tangible results anticipated for determining the development of an OHV recreational site or trail.

Proposer must provide qualifications of design team.

Required Documentation: • Location map which defines the project boundary.

Category 2 - Construction - New OHV Recreation Areas, Trails or Facilities.

2 A. Construction of New Trails.

Proposals must provide a clear and concise description of the project scope and approach, which includes specific measurable outcomes and deliverables. Activities should be broken down by major tasks with starting and ending dates.

Describe in detail the trail(s) or trail system to be constructed. This should include the physical characteristics of the trail(s), such as length, width and special features. It should also include the supported uses, such as single track OHMs, ATVs or shared use. Indicate the hours of operation when these trails will be open for use by the public. Proposer must provide the anticipated date when the funded project will be available for public use. **If an area is not opened for public riding within three years an agency must submit a request for extension (up to an additional year) or the agency shall reimburse all funds.**

Describe natural, historical, archaeological and cultural resources found onsite and how they will be protected. Explain how these trails, once constructed, will be monitored and maintained to provide a good trail experience, to reduce OHV impacts and to protect and restore environmental resources.

Required Documentation: • Detailed Final Site Plan that includes location and type of trails, special features and trail classifications.

• Copy set of all construction documents and required permits (Even if obtain through another funding source).

AND/OR

2 B. Construction of New Facilities (Trailhead, parking, restrooms, campground and other infrastructure such as fencing, signings and lighting).

Describe in detail facilities to be constructed and include number, type and size of improvements such as parking spaces or campsites. Proposer must provide the anticipated date when the funded project will be available for public use. **If an area is not opened for public riding within three years an agency must submit a request for extension (up to an additional year) or the agency shall reimburse all funds.**

Required Documentation: • Detailed Final Site Plan that includes location and type of trails, special features and trail classifications.

• Copy set of all construction documents and required permits (Even if obtain through another funding source).

Category 3 - Maintenance and Monitoring.

3 A. Repair, Maintenance and Rehabilitation of Existing OHV Areas, Trails or Facilities.

Provide a clear and concise description of the project scope and approach, which details maintenance, repair, re-route or rehabilitation needs. Activities should be broken down by major tasks with starting and ending dates. Proposer must submit images documenting maintenance, repair or rehabilitation needs

and will be asked to submit images of the improvements as part of the reimbursement request. Explain how project will enhance the proposer's ability to manage the site with its own resources in the future.

For purchase of equipment, proposer must provide a detailed description of the equipment and the ability of staff to operate, maintain, transport and store the equipment. Provide a list of projects intended for its use. Explain who will be responsible for safeguarding the equipment to ensure it is maintained and available for the purposes for which it was purchased.

For signing projects, proposer should document sign plan policy to ensure the use of nationally recognized signs and to limit liability on behalf of the managing agency of the OHV riding area.

Required Documentation: • Images that document necessary maintenance, repair, re-route or rehabilitation need(s).

AND/OR

3 B. Monitoring and Protection of Existing OHV Areas, Trails or Facilities.

Provide a clear and concise description of the project scope and approach, which includes a discussion of the resources to be protected and the monitoring protocols that will be used. Explain how this project will reduce OHV conflicts or impacts resources. Activities should be broken down by major tasks with starting and ending date.

For rule enforcement projects, describe the OHV emergency, medical or enforcement issue(s) and how the grant will solve the problem(s). Explain how the outcome will be measured.

Category 4 – Rider Education, Safety and Training Program.

Provide a clear and concise description of the project scope and approach and clearly state specific outcomes and deliverables. Describe training program content and course delivery methods and explain how trail ethics and environmental stewardship will be part of the training. Discuss marketing program to attract course participants. Describe qualifications of training personnel. List proposed fee and training schedules. Activities should be broken down by major tasks with starting and end dates.

- ***Education Program*** – Provide a clear and concise description of the project scope and approach and clearly state specific outcomes and deliverables. Include curriculum and implementation strategy. Describe target audience.
- ***Education Materials*** – Provide a clear and concise description of the project scope and approach and clearly state specific outcomes and deliverables. Explain the type, content, quantity and distribution plan. Describe target audience.
- ***OHV Volunteer/Ambassador Program*** – Provide a clear and concise description of the project scope and approach and clearly state specific outcomes and deliverables. Describe the qualifications and training of volunteers and list the type of materials and equipment they will be provided. Describe tasks and responsibilities to be assigned to volunteers and how the volunteers will be managed. Identify the area in which the volunteers will be assigned and provide written documentation from the land management agency that the volunteer/ambassador program is authorized on managed lands. Explain how the public will identify the volunteers.

Required Documentation: • Course Outline
 • Curriculum for education program (if applicable).
 • Documentation that the volunteer/ambassador program is authorized by the proposed land management agency (if applicable).

Category 5: Acquisition**Acquisition of Lands to be Included in the System**

- A. Provide a description of the property that includes all the following:
- Location and configuration of the project, including section, township and range.
 - Zoning/land use designation:
 - Legal access;
 - Total acreage;
 - Assessed value as evidenced by county tax records.
 - Assessment of the property's ecological values (forests, hydrology, flora, fauna, etc.).
 - Assessment of the property's historical, archaeological and cultural resources.
 - Assessment of the property's suitability for OHV recreational use, including the ability to implement successful sound abatement strategies.
- B. Describe in detail the proposed land use. Indicate what trail use will be supported, such as single track OHMs, ATVs or shared use and the support facilities that are proposed.
- C. Provide documentation that the property is properly zoned or has been granted a special use permit to allow for OHV recreation.
- D. Address whether OHV recreation on this property has been vetted through a public process. If so, explain.
- E. Describe adjacent land use and address any potential conflicts.
- F. Applicant must acknowledge and attest that the acquisition of property will meet state procurement regulations.

Required Documentation:

- Aerial photograph(s) of property.
 - Detailed map of the property location, configuration and legal access.
 - Confirmation of willing seller from landowner.
 - Confirmation of willing manager.
 - County tax records.
 - Documentation that property is properly zoned or has been granted a special use permit to allow for OHV recreation.
- G. If an area is not opened for public riding within three years an agency must submit a request for extension (up to an additional year) or the agency shall reimburse all funds.

PART VI - Project Budget Worksheet

Category: _____ TOTAL PROJECT \$ _____ / 100%

SUMMARY OF COSTS (A minimum of 80/20 match on behalf of the proposer is REQUIRED)

TOTAL PROJECT BUDGET: \$ _____

REQUESTED GRANT \$ _____ / _____% LOCAL MATCH \$ _____ / _____%

	GRANT (I)	MATCH (II)
Contractual costs	_____	_____
Personnel costs	_____	_____
Travel costs	_____	_____
Equipment costs	_____	_____
Supply costs	_____	_____
Operating costs	N/A	_____
Other	_____	_____

Total Requested Grant (I) \$ _____ (_____ %)

Total Local Match (II) \$ _____ (_____ %)

100% Total Program Cost (III) \$ _____ (Sum of I and II)

A PROJECT BUDGET WORKSHEET
DETAILING ALL COSTS IDENTIFIED ABOVE MUST BE ATTACHED

PROJECT LOCATION INFORMATION (Please print or type)

County _____

Specific Location of the Project (Please use major roads and intersection): _____

Is the Land in Pubic Ownership? _____

Name of Landowner: _____

Project Title: _____

Applicant Name: _____

PART VI - Project Budget Worksheet (cont.)

Please note: All proposals must include a detailed itemized budget summary that lists all anticipated expenditures and explains all project costs.

IMPORTANT: THIS FORM MUST BE USED. APPLICANTS 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>				

PART VI – Project Budget Worksheet (cont.)

Cost Items	Quantity (#)	Rate or Price (\$)	Grant Cost (\$)	Match Cost (\$)
<u>Equipment</u> (list items)				
<u>Supplies</u> (list items)				

PART VI – Project Budget Worksheet (cont.)

Cost Items	Quantity (#)	Rate or Price (\$)	Grant Cost (\$)	Match Cost (\$)
<u>Operating Costs</u> (list)			N/A	
<u>Other</u> (list specific items)				
Total				

ATTACHMENT A

PROPOSAL EVALUATION CRITERIA

To Be Completed By The OHV Advisory Grants Sub-Committee.

Each project proposal should include (1) project scope and approach, (2) clearly stated outcomes, (3) staffing plan, (4) sequence of activities (broken down by task with starting and ending dates) and (5) required resources. OHVs have an impact on the resources and environment and must be addressed in your project outline. REFER TO THE GENERAL INSTRUCTIONS FOR PROPOSAL REQUIREMENTS.

Each project proposal will be evaluated and scored based on the applicant’s response to both the general scoring criteria and scoring criteria for the specific project category in which the application was submitted. Where appropriate, supporting documentation must be provided to receive the associated points. REFER TO THE GENERAL INSTRUCTIONS FOR PROPOSAL REQUIREMENTS.

GENERAL CRITERIA - Maximum Possible Points: 50

Section 1: Capacity to Develop, Operate and Maintain the Project (Maximum 10 points)	
A. Applicant demonstrates ability to develop and produce educational materials.	_____(5)
B. Applicant has an adequate plan and staffing to support the project’s implementation and sustained operation.	_____(5)
Section 2: Demonstrated Need (Maximum 20 points)	
A. Project is in what OHV Region? (choose 1)	
• Statewide Program	_____(10)
• Region 4	_____(10)
• Region 3	_____(8)
• Region 2	_____(6)
• Region 1	_____(4)
B. Project is in a Rural Economic Development Initiative Community (http://dor.myflorida.com/dor/property/cofficials/fiscal/) per Section. 288.0656, Florida Statutes.	_____(5)
C. No OHV trails on public land open to the public within 60 (driving) miles of the project site.	_____(5)
Section 3: Cost Effectiveness (Maximum 12 points)	
A. Matching Funds (Grant Applicant)	
50:50	_____(10)
60:40	_____(6)
80:20	_____(2)
B. Applicant provided an executed cooperative agreement, in which the public or private entity agrees to provide 10 percent or more of the total project cost in cash, land or labor services for the development/construction of this project. The applicant holds the lead management responsibility in all cases.	_____(2)

GENERAL CRITERIA – (Cont.)

Section 4: Community Involvement and Support (Maximum 8 points)	
A. Government resolution or letters of support provided (1 point per submission up to four total).	_____ (4)
B. Letter of support from community organizations or clubs (1 point per submission up to four total).	_____ (4)
TOTAL for GENERAL CRITERIA _____	

PROJECT SPECIFIC CRITERIA - Maximum Possible Points: 40

<p><u>Pre-Construction - Planning, Design and Permitting of New OHV Recreational Area, Trails and Facilities</u> (Maximum 30 points)</p> <p>A. Site design for new OHV riding area/trail system with both single track OHM trails and ATV trails _____ (20)</p> <p>B. Site design for new OHV riding area/trail system with single track OHM trails only _____ (10)</p> <p>C. Site design for new OHV riding area/trail system with ATV trails only _____ (10)</p> <p>D. Site design for new OHV support facilities _____ (10)</p>	<p>Category 1 Total _____</p>
<p>Construction (Maximum Possible Points: 50)</p> <p><u>Construction of New Areas and Trails</u> (Maximum 30 points)</p> <p>A. Project creates new single track OHM trails and ATV trails _____ (30)</p> <p>B. Project creates new single track OHM trails only _____ (10)</p> <p>C. Project creates new ATV trails only _____ (10)</p> <p>AND/OR</p> <p><u>Constructing New Facilities</u> (Maximum 20 points)</p> <p>A. Trailhead facilities (parking, restrooms, campgrounds) _____ (10)</p> <p>B. Other infrastructure needs (fencing, signing, lighting, etc.) _____ (10)</p>	<p>Category 2 Total _____</p>

<p>Maintenance and Monitoring (Maximum Possible Points: 50) Repair, Maintenance and Rehabilitation of Existing OHV Areas, Trails and Facilities</p> <p><u>Maintenance or rehabilitation of existing trails and facilities</u> (Maximum 25 points)</p> <p>A. Re-route or maintenance of existing OHV trails or riding area _____ (10) B. Renovation or maintenance of existing support facilities _____ (13)</p> <p><u>Purchase of OHV trail equipment/training for equipment</u> _____ (2)</p> <p>AND/OR</p> <p><u>Monitoring and Protection of Existing OHV Areas, Trails or Facilities</u> (Maximum 25 points)</p> <p>A. Demonstrated how it will monitor and reduce OHV impacts and to restore environmental resources. _____ (8) B. Demonstrated plan to implement a formal monitoring or stewardship program. _____ (7) C. Demonstrated plan to provide rule enforcement within an OHV area. _____ (5) D. Identified resources (natural, historical, archeological and cultural) on site and has demonstrated how they will be protected and managed. _____ (5)</p> <p style="text-align: right;">Category 3 Total _____</p>	
<p>Education (Maximum 30 points)</p> <p><u>Educational Outreach</u></p> <p>A. Certified Education, Safety and Training program to promote trail safety and environmental stewardship. _____(10) B. Publications or other media aimed at promoting public awareness and education, such as brochures, maps, billboards, etc. _____(5) C. Implementation of an OHV Volunteer/Trail Ambassador Program _____(15)</p> <p>Rider Education, Safety and Training Programs (Maximum 10 points)</p> <p>A. ATV or ROV _____(5) B. OHM _____(5) C. A and B _____(10)</p> <p style="text-align: right;">Category 4 Total _____</p>	

<p>Acquisition (Maximum Possible Points: 50) <u>Acquisition of Lands to be Included in the System</u></p> <p>A. Property is properly zoned or has been granted special consideration to allow for OHV use and documentation provided. _____ (5)</p> <p>B. There is adequate legal access to property and documentation provided. _____ (5)</p> <p>C. Applicant has identified and provided documentation of resources (natural, cultural and historical) on site and has demonstrated how they will be managed and protected. _____ (8)</p> <p>D. Project location will allow for the successful implementation of noise abatement strategies, such as adequate buffering. _____ (8)</p> <p>E. Proposed uses include recreational riding for both ATV and OHM. _____ (10)</p> <p>F. Site is being purchased to build single track OHM trails only. _____ (3)</p> <p>G. Site is being purchased to build ATV trails only. _____ (3)</p> <p>H. Site will contain support facilities such as restrooms or campgrounds _____ (8)</p>	<p style="text-align: right;">Category 5 Total</p> <hr/>
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PROJECT SPECIFIC CRITERIA TOTAL _____

GRAND TOTAL (General Criteria + Project Specific Criteria) _____

ATTACHMENT B

STATE OF FLORIDA

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 will 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, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices having to be returned to a vendor because of vendor preparation errors will 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) 413-3089.



ADAM H. PUTNAM
COMMISSIONER

ATTACHMENT C

STATE OF FLORIDA

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

CONFLICT OF INTEREST STATEMENT

I, _____, as authorized representative of _____ certify that no member of this firm or 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 Negotiate (ITN);
- (2) perform a feasibility study concerning the scope of work contained in this ITN;
- (3) develop a program similar to what is contained in this ITN.

Authorized Representative

Date

Bid Number



ADAM H. PUTNAM
COMMISSIONER

ATTACHMENT D

Florida Department of Agriculture and Consumer Services
Bureau of General Services
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

ATTACHMENT E



Florida Department of Agriculture and Consumer Services
Division of Administration

ADAM H. PUTNAM
COMMISSIONER

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 an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

SIGNATURE OF REPRESENTATIVE / DATE

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 2 CFR Part 417, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

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

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

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

SIGNATURE OF REPRESENTATIVE / DATE

ATTACHMENT F

Florida Department of Agriculture and Consumer Services
Division of Administration



ADAM H. PUTNAM
COMMISSIONER

***SAMPLE* STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT**

This AGREEMENT, made and entered into this ____ day of _____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and _____, the RECIPIENT.

CONTRACT PERIOD: _____

SCOPE OF WORK: The RECIPIENT agrees to provide the following services:

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

Intellectual property is subject to the following provisions:

- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the RECIPIENT nor any individual employed under this contract shall have any proprietary interest in the product.
- B. With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.
- C. In the event it is determined as a matter of law that any such work is not a "work for hire," RECIPIENT shall

immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.

- D. The foregoing shall not apply to any preexisting software, or other work of authorship used by RECIPIENT to create a deliverable but which exists as work independent of the deliverable, unless the preexisting software or work was developed by RECIPIENT pursuant to a previous contract with the DEPARTMENT or a purchase by the DEPARTMENT under a State Term Contract.

The DEPARTMENT agrees to provide the following services:

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

The DEPARTMENT will pay the RECIPIENT as follows:

Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in section 112.061, Florida Statutes, governing payments by the state for travel expenses. Authorization for travel expenses must be specified in the paragraph for payments directly above.

Bills for services shall be submitted to the DEPARTMENT in detail sufficient for a proper pre-audit and post-audit thereof.

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) 617-7200 or Purchasing Office at (850) 617-7181.

Transaction Fee: RECIPIENT shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to section 287.057(22), F.S., and any rules implementing section 287.057, F.S.

Invoices returned to a RECIPIENT 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.

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 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, 1-877-693-5236.

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

This contract may be cancelled by either party giving _____ written notice.

The DEPARTMENT may terminate this contract at any time in the event of the default or failure of the RECIPIENT 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 RECIPIENT 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:

- A. Temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT.
- B. Disallow all or part of the cost of the services not in compliance.
- C. Wholly or partly suspend or terminate this contract.

The DEPARTMENT shall have the right of unilateral cancellation for refusal by the RECIPIENT to allow public access to all documents, papers, letters or other material made or received by the RECIPIENT in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

The RECIPIENT must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT provides the

records and at a cost that does not exceed the cost provided by the law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the RECIPIENT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

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 RECIPIENT. 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 term of 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 and subject to the availability of funds. Renewal costs may not be charged by the RECIPIENT. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3) (a) and (c), Florida Statutes, may not be renewed.

It is mutually understood and agreed:

- A. 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. Payments made under this contract are subject to the approval of the State Chief Financial Officer (Department of Financial Services).

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.

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.

- A. 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 for such fiscal year in accordance with section 215.97, Florida Statutes; 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. 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 entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
- B. Audits conducted pursuant to section 215.97, Florida Statutes, 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.
- C. Regardless of the amount of the state financial assistance, the provisions of section 215.97, Florida Statutes, 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.
- D. 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, Florida Statutes, 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).

E. Each state awarding agency shall:

- (1) Provide to the RECIPIENT, information needed by the RECIPIENT to comply with the requirements of section 215.97, Florida Statutes.
- (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, Florida Statutes. The RECIPIENT is required to maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, access to such records upon request.
- (3) Notify the RECIPIENT that section 215.97, Florida Statutes, 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, Florida Statutes. The financial reporting package means the nonstate entities' financial statements, Schedule of State Financial assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on 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, Florida Statutes.

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 Florida Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 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, Florida 32399-1450

- F. Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this agreement shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- G. 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, 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.
- H. 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.
- I. The RECIPIENT agrees that this agreement may be charged only with allowable costs resulting from obligations incurred during the term of this agreement.
- J. The RECIPIENT agrees that any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the DEPARTMENT.

- K. Any funds paid in excess of the amount to which the RECIPIENT is entitled under this Agreement must be refunded to the DEPARTMENT.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, in accordance with section 287.042, Florida Statutes, 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) 877-4816 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, in accordance with section 287.095(3), Florida Statutes, 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 the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE of Florida, 223 Morrison Road, Brandon, Florida 33511-4835, telephone number (813) 324-8700

The RECIPIENT 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 a 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The RECIPIENT shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with

Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

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

The RECIPIENT is informed that an entity or affiliate who has been placed on 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.

The RECIPIENT will comply with section 20.055, Florida Statutes.

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 shall be controlling.

All contracts entered into by the DEPARTMENT 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.

Special Conditions: See attachment_____ or _____ N/A

The Contract Manager for the DEPARTMENT is_____

The Contract Manager for the RECIPIENT is_____

State resources awarded to the RECIPIENT pursuant to this agreement and are from (state awarding agency, catalog of State Financial Assistance (title and number) \$_____ (amount)

If state resources awarded to the RECIPIENT are to be used as matching resources for federal programs, identify the name of federal agency and catalog of Federal Domestic Assistant (title and number).

FLORIDA DEPARTMENT OF AGRICULTURE RECIPIENT
AND CONSUMER SERVICES

Signature
Director of Administration

Signature

Title

Title

Date

Date

ATTACHMENT G

COUNTIES BY OHV TITLING REGION

OHV Region	County
1	BAY
1	CALHOUN
1	ESCAMBIA
1	FRANKLIN
1	GADSDEN
1	GULF
1	HOLMES
1	JACKSON
1	JEFFERSON
1	LEON
1	LIBERTY
1	OKALOOSA
1	SANTA ROSA
1	WAKULLA
1	WALTON
1	WASHINGTON
2	ALACHUA
2	BAKER
2	BRADFORD
2	CLAY
2	COLUMBIA
2	DIXIE
2	DUVAL
2	FLAGLER
2	GILCHRIST
2	HAMILTON
2	LAFAYETTE
2	LEVY
2	MADISON
2	MARION
2	NASSAU
2	PUTNAM
2	ST. JOHNS
2	SUWANNEE
2	TAYLOR
2	UNION

OHV Region	County
3	BREVARD
3	CITRUS
3	DESOTO
3	HARDEE
3	HERNANDO
3	HIGHLANDS
3	HILLSBOROUGH
3	INDIAN RIVER
3	LAKE
3	MANATEE
3	OKEECHOBEE
3	ORANGE
3	OSCEOLA
3	PASCO
3	PINELLAS
3	POLK
3	SARASOTA
3	SEMINOLE
3	ST. LUCIE
3	SUMTER
3	VOLUSIA
4	BROWARD
4	CHARLOTTE
4	COLLIER
4	GLADES
4	HENDRY
4	LEE
4	MARTIN
4	MIAMI-DADE
4	MONROE
4	PALM BEACH

ATTACHMENT H

T. MARK SCHMIDT OFF HIGHWAY SAFETY AND RECREATION GRANT PROGRAM

CERTIFICATION OF ACCEPTANCE

Grant Recipient: _____ MOU Contract # _____

Project Title: _____

1. How will the project contribute to the enhancement of OHV safety or recreation opportunities locally?

2. Have the spirit and intent of the grant project been achieved? Yes No (Circle one)
If No, please explain:

3. Changes or corrective actions required to bring the project up to a satisfactory level:

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____
- 7) _____
- 8) _____
- 9) _____

The overall project is: (Circle one) SATISFACTORY UNSATISFACTORY

As an authorized representative of the above listed grant recipient, I hereby attest that the grant provisions of FDACS Contract # _____ have been complied with.

Signed: _____ Date _____
 Authorized Representative

Signed: _____ Date _____
 Florida Forest Service Representative

ATTACHMENT I



Florida Department of Agriculture and Consumer Services
Division of Administration

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

ADAM H. PUTNAM
COMMISSIONER

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

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