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RESOLUTION NO. 2016-33

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; AUTHORIZING SUBMISSION OF AN APPLICATION TO THE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM THROUGH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO EXECUTE DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT AND PURPOSE OF THIS RESOLUTION AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, as a Tree City USA and Growth City community it is important for the Village to seek supplementary resources for the enhancement and progression of our urban forestry program; and

WHEREAS, the Village of Palmetto Bay desires to apply for an Urban and Community Forestry Grant which would provide monies in which will help fund the Village of Palmetto Urban Forestry Demonstration Tree/Palm Planting Projects on public property; and

WHEREAS, a 50/50 match is required (50% grant/50% applicant); and

WHEREAS, the maximum grant award to a single applicant under Category 2: Demonstration or Site Specific Projects is \$20,000; and

WHEREAS, the Village allocates \$50,000 on a yearly basis for the Village's forestry program in order to comply with the Tree City USA recognition requirements; therefore, no additional allocation of funds is necessary for the Village's 50% match requirement; and

WHEREAS, the Village of Palmetto Bay wishes to enter into an Urban and Community Forestry Grant Memorandum of Agreement between the Village of Palmetto, Florida and the Florida Department of Agriculture and Consumer Services.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Council supports the site specific demonstration Tree/Palm Planting Beautification Projects along the corridor of S. Dixie Highway within the boundaries of the Village to support and encourage economic development which is considered the gateway to the Village.

Section 2. The Village Council now hereby authorizes the Village Manager to submit an application to the Urban and Community Forestry Grant program through the Florida Department of Agriculture and Consumer Services, Division of Forestry; and further

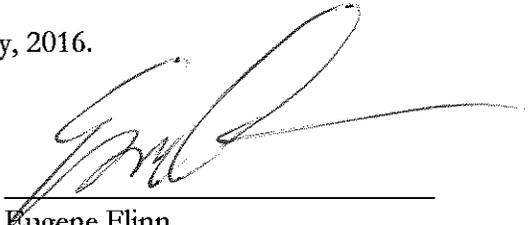
1 authorizes the Village Manager to execute all documents necessary to effectuate the intent and
2 purpose.

3
4 **Section 3.** This Resolution shall take effect immediately upon adoption.

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6 **PASSED** and **ADOPTED** this 2nd day of May, 2016.

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10 Attest:


11 Meighan J. Alexander
12 Village Clerk


13 Eugene Flinn
14 Mayor

15 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND
16 RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

17
18
19 
20 Dexter W. Lehtinen
21 Village Attorney

22
23
24 FINAL VOTE AT ADOPTION:

25
26 Council Member Karyn Cunningham YES
27
28 Council Member Tim Schaffer YES
29
30 Council Member Larissa Siegel Lara YES
31
32 Vice-Mayor John DuBois YES
33
34 Mayor Eugene Flinn YES
35
36



ADAM H. PUTNAM
COMMISSIONER

Submit Bids to:

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

Telephone: (850) 617-7181

Page 1 of 80 Pages

BIDS NO. RFP/FFS-15/16-71

AGENCY MAILING DATE:

FEBRUARY 12, 2016

WILL BE OPENED MARCH 31, 2016 @ 2:00 P.M.
and may not be withdrawn within 90 days after such date and time

NOTICE OF INTENDED AWARD POSTING WILL BE ON OR ABOUT JUNE 30, 2016

BID TITLE: 2016 NATIONAL URBAN AND COMMUNITY FORESTRY GRANT PROGRAM

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

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

GENERAL INSTRUCTIONS TO RESPONDENTS

1. **Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
 - (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
 - (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
 - (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
 - (d) "Response" means the material submitted by the respondent in answering the solicitation.
 - (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.
2. **General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.
- *3. **Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:
 - an electronic signature on the response, generally,
 - an electronic signature on any form or section specifically calling for a signature, and
 - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
4. **Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:
 - Technical Specifications,
 - Special Conditions and Instructions,
 - Instructions to Respondents (PUR 1001),
 - General Conditions (PUR 1000), and
 - Introductory Materials.
5. **Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.
6. **Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.
7. **Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
 - submitting a bid on a contract to provide any goods or services to a public entity;
 - submitting a bid on a contract with a public entity for the

- construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. **Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.
15. **Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.
16. **Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.
17. **Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.
18. **Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.
- ~~**19. Public Records.~~ Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.
20. **Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.
- Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.
- Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."
- Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."
21. **Limitation on Vendor Contact with Agency During Solicitation Period.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.
- * **DOES NOT APPLY TO THIS AGENCY. PLEASE REFER TO SUBMISSION INSTRUCTIONS IN THE BID DOCUMENT.**
- ** **DOES NOT APPLY TO THIS AGENCY. PLEASE REFER TO SPECIAL CONDITIONS IN THE BID DOCUMENT.**

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

GENERAL CONTRACT CONDITIONS

1. **Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
- (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.
- (c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).
2. **Purchase Orders.** In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.
3. **Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.
4. **Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.
- (a) **Quantity Discounts.** Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
- (b) **Best Pricing Offer.** During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
- (c) **Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon

approval, the Contractor shall provide conspicuous notice of the promotion.

- (d) **Trade-In.** Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
 - (e) **Equitable Adjustment.** The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.
5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.
 6. **Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.
 7. **Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
 8. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
 9. **Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
 10. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
 11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
 12. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional

installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. **Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.
14. **Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

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

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

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

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

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

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

16. **Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.
17. **Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.
18. **Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State which is available at the following: <http://dils.dos.state.fl.us/barm/genschedules/gensched.htm>. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.
19. **Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement

of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

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

20. **Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the indemnity paragraph contain in this agreement.

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

21. **Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.
22. **Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
23. **Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3),

F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

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

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

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

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

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

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive

unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. **Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.
33. **Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.
34. **Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
35. **Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.
36. **Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
37. **Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial

condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. **Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.
39. **Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.
40. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.
41. **Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
42. **Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.
43. **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This

statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. **Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
45. **Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.
46. **Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
47. **Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

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

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

REQUEST FOR PROPOSAL

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES CHECKLIST

- _____ 1. The entire Request for Proposal has been read.
- _____ 2. Page 1 of the Request for Proposal Form **PUR 1001/1000**, Instructions to Respondents and General Contract Conditions, has been completed, signed and included in the proposal package. Provide a complete address for the proposer in the space provided (include street address or post office box, city, zip code and telephone number.) Please note: **ALL FUTURE PAYMENTS WILL BE SENT TO THE CONTACT PERSON AND ADDRESS LISTED ON THIS PAGE.**
- _____ 3. **ATTACHMENT A, SCOPE OF WORK**, has been completed, signed and included in the proposal package. Please note: **ALL FUTURE CORRESPONDENCE WILL BE SENT TO THE CONTACT PERSON LISTED ON THIS PAGE.**
- _____ 4. A detailed itemized budget summary (**ATTACHMENT B, BUDGET**) has been completed and included in the proposal package.
- _____ 5. A resolution (by the local government) indicating support for the project **must** be included with the proposal package (**ATTACHMENT C, EXAMPLE URBAN AND COMMUNITY FORESTRY GRANT RESOLUTION**).
- _____ 6. **ATTACHMENT F, CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS**, has been completed, signed and included in the proposal package.
- _____ 7. **ATTACHMENT G, CONFLICT OF INTEREST STATEMENT**, has been completed, signed and included in the proposal package.
- _____ 8. **ATTACHMENT H, DRUG-FREE WORKPLACE PROGRAM BIDDER CERTIFICATION**, form has been signed and is included in the proposal package.
- _____ 9. Applicant has registered current Federal Employer Identification Number (FEID #) and mailing address in MyFloridaMarketPlace.com. Applicant must also complete the Division of Financial Services required Substitute Form W-9 (**ATTACHMENT J, FEDERAL EMPLOYER IDENTIFICATION NUMBER REGISTRATION INSTRUCTIONS/SUBSTITUTE W-9 INSTRUCTIONS**). **No contract can be entered into without both registrations being completed.**
- _____ 10. **ATTACHMENT K, DUNS NUMBER**, Applicant will need to provide a DUNS (Data Universal Numbering System) number and register it in SAM (System of Award Management). **A copy of confirmation of the registration is needed in the proposal package.**
- _____ 11. For demonstration or site specific projects along roadways, a map must be included showing both the U.S. Highway and S.R. (State Road) numbers separated by a slash (/), if both exist. If only one exists, please circle either "U.S." or "S.R." to indicate which numbers you are giving. At least three photos of the site should also be included in the proposal package.
- _____ 12. In conformance with Section 481.329(7), Florida Statutes, "Persons who perform landscape architectural services not for compensation, or in their capacity as employees of municipal or county governments, shall not be required to be licensed..." This means that if the required design is completed by an unpaid volunteer or an employee of municipal or county government, a Florida registered architect does not have to sign and seal the drawings.
- _____ 13. One (1) original with blue ink signature and five (5) copies of the proposal package have been submitted.

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REQUEST FOR PROPOSAL
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
FLORIDA FOREST SERVICE

2016 NATIONAL URBAN AND COMMUNITY FORESTRY GRANT PROGRAM

INSTRUCTIONS TO PROPOSERS

Each proposer must complete and provide all the required information by the time and date listed herein to be considered.

HOW TO SUBMIT A PROPOSAL

Proposals must be submitted in a sealed envelope and mailed/delivered to the address listed on form PUR 1001, General Instructions to Respondents. The face of the envelope shall be marked with the date and time of the proposal opening and the proposal number. Each proposal shall be submitted in separate sealed envelopes and must contain six (6) copies (one original and five copies) of the proposal including all attachments.

1. Proposal packages should be printed/copied on one-side only and must not exceed thirty (30) pages, including attachments. Do not submit pages 2-8 of Request for Proposal document (form PUR 1001, General Instructions for Respondents, or form PUR 1000, General Contract Conditions.)
 - a. All attachments must be folded to a size not to exceed 8 1/2" X 11".
 - b. All proposals must be complete and bound by binder clip or staple – no rubber bands, plastic binders or folders.
 - c. All signatures on the "original" must be in blue ink.
 - d. Alternate proposals must be submitted in separate envelopes and clearly identified as proposal #2, proposal #3, etc. Failure to comply with this requirement may result in non-award of any proposal.
2. Form PUR 1001, General Instructions to Respondents and Form PUR 1000, General Contract Conditions - Complete, date and obtain a signature from the individual who is legally authorized to approve submittal of the proposal. Failure to return a signed form will cause the proposal to be ruled ineligible. Submit only page 1 of form PUR 1001, General Instructions for Respondents, and form PUR 1000, General Contract Conditions.
3. **ATTACHMENT A, SCOPE OF WORK, must** be used. It shall not be altered in format or content. This form must be completed in its entirety - the first page and the project narrative (two page maximum).
 - a. Contact information for the project manager must be included in its entirety.
 - b. The legally authorized representative for the proposer must sign and date the form. Unsigned proposals will cause the proposal to be ruled ineligible.
 - c. The correct Federal Employer Identification Number (FEID #) must be listed on the form.
 - d. A narrative of up to two pages (size 12 font) describing the project and its benefits.
4. **ATTACHMENT B, BUDGET**, must be completed in detail and included in the proposal package.
5. **ATTACHMENT F, CERTIFICATIONS REGARDING LOBBYING; DEBARMENT; SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS**, must be completed, signed and included in the proposal package.
6. **ATTACHMENT G, CONFLICT OF INTEREST STATEMENT**, must be completed, signed and included in the proposal package.
7. **ATTACHMENT H, DRUG FREE WORKPLACE PROGRAM BIDDER CERTIFICATION**, must be signed and included in the proposal package.
8. Up to five (5) letters of local support may be included as part of the proposal; at least three (3) letters are recommended.
9. Maps, photos, cost estimates and other supporting materials may be included at the end of the proposal package.
10. **Applicants must register their current Federal Employer Identification number (FEID #) and mailing address at MyFloridaMarketplace.com and the Department of Financial Services required Substitute Form W-9 (ATTACHMENT J, FEDERAL EMPLOYER IDENTIFICATION NUMBER REGISTRATION**

INSTRUCTIONS/SUBSTITUTE W-9 INSTRUCTIONS) before a contract can be executed. This should be done before the grant submission deadline.

11. Applicant will need to provide a **DUNS (Data Universal Numbering System)** number and register it in **SAM (System of Award Management)**, **ATTACHMENT K, DUNS NUMBER REGISTRATION**. The website for DUNS is <http://fedgov.dnb.com/webform>, and the website for SAM is <https://www.sam.gov> . Once registered on SAM, print a confirmation of being registered that has the DUNS information on it. **A COPY OF THAT CONFIRMATION IS NEEDED IN THE PROPOSAL PACKAGE.**

REQUEST FOR PROPOSAL
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
FLORIDA FOREST SERVICE

2016 URBAN AND COMMUNITY FORESTRY GRANT PROGRAM

SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS

INTRODUCTION

The Urban and Community Forestry (U&CF) grant funds provided through the United States Department of Agriculture (USDA) Forest Service are administered in each of the fifty states through the office of the state forester.

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

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

PURPOSE

The purpose of Florida's U&CF Grant Program is to provide financial assistance to local governments, Native American tribal governments, volunteer groups, nonprofit organizations and educational institutions to initiate or enhance local urban and community forestry programs and improve the urban environment within the state of Florida. The state of Florida anticipates an allocation of \$400,000 for fiscal year 2016. **However, the Florida Forest Service (FFS) has not received the federal funding to support this grant program at the time of issuance of this Request for proposal (RFP) and may have to delay contract execution until these funds are received.** The primary purpose of this U&CF grant program is not beautification through tree planting, but to develop and enhance urban and community forestry programs. Total funding available for demonstration or site specific tree planting projects is limited to 20% of available funds (\$80,000) and tree planting projects are limited to a maximum award of \$20,000 per applicant.

The U&CF grant program is intended to help local governments, Native-American tribal governments, volunteer groups, nonprofit organizations and educational institutions get programs started and is not meant to be a continual funding source for staffing. The U&CF grant will fund staffing for no more than three grant years.

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

1. Active involvement by community tree boards or citizen tree advisory groups.
2. Development of urban tree management plans based on current inventory data.
3. Program oversight by qualified professional staff or professional consultant.
4. Development of a tree ordinance that will enforce community tree care standards.

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

Copies of the U&CF grant program RFP may be obtained by contacting: Florida Department of Agriculture and Consumer Services, Purchasing Office, 407 S. Calhoun Street, Room SB-8 Mayo Building, Tallahassee, Florida, 32399-0800, (850) 617-7181. It can also be downloaded from the FFS website, www.floridaforestservice.com.

SCOPE

Florida's U&CF grant program was originally authorized in the Forestry Title of the 1995 Farm Bill passed by the 107th Congress. Section 589.28, Florida Statutes, authorizes the Florida Department of Agriculture and Consumer Services (FDACS or Department) to cooperate with local governments to promote the planting and protection of trees to improve the beauty and livability of urban environments within the state of Florida.

DEFINITIONS

For the purpose of this RFP:

1. "Applicant" means a local government, a Native American tribal government, a legally organized nonprofit organization or an educational institution submitting a proposal for federal funds under this grant program.
2. "Proposal" means **ATTACHMENT A, SCOPE OF WORK**, and its required attachments and supporting documentation, which shall not exceed a total of 30 one sided pages, including maps and plans.
3. "Center Manager" or "District Manager" means the FFS administrative official, or his/her designee, responsible for all forestry activities within a multi-county administrative unit pursuant to Section 589.30, Florida Statutes.
4. "Chief Executive Officer" means the chief administrative employee of a local government, nonprofit organization or educational institution.
5. "Commissioner" means the Commissioner of Agriculture for the state of Florida.
6. "Department" or "FDACS" means the Florida Department of Agriculture and Consumer Services, an agency of the state of Florida.
7. "U&CF Grant Coordinator" means the FFS employee designated by the state forester to coordinate implementation of the grant program.
8. "U&CF Subcommittee" means the subcommittee assigned by the state forester to score and rank the qualifying proposals.
9. "Local Government" means a county government, a municipality (an incorporated city, town or village), a school board district or an independent special district.
10. "Nonprofit Organization" means an organization that has filed an application with Florida's Secretary of State for nonprofit corporate status pursuant to Section 617, Florida Statutes, and has been issued a Federal Employer Identification Number by the Internal Revenue Service.
11. "RFP" means Request for Proposal.
12. "State Forester" means the director of the Florida Forest Service (FFS).
13. "Statewide Project" means a project that impacts the whole state or one that implements specific activities in all three regions of the state as determined by the Department.
14. "Non-federal public property" means public property owned by state or local governments or tribal governments.

ELIGIBILITY REQUIREMENTS

1. Qualified applicants are limited to legal nonprofit organizations, educational institutions, local governments and Native American tribal governments.
2. Grant requests may not exceed **\$30,000**. Maximum grant award to a single applicant is **\$30,000**. The minimum grant amount that may be requested is **\$2,000**.
3. The maximum grant award for a Category 2 grant (demonstration or site specific project) is **\$20,000**.
4. The maximum grant award for a Category 4 grant (information and education) is **\$10,000**.
5. Grants are for projects **not** currently budgeted and may **not** be used to replace existing commitments.
6. Expenses associated with travel and per diem are **not** eligible.

GRANT CATEGORIES

There are four grant categories:

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

Category 1: Local Government Program Development or Improvement

Qualified Applicants: Local governments, educational institutions and Native American tribal governments (non-profits apply under Category 3)

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

- A resolution (**ATTACHMENT C, EXAMPLE URBAN AND COMMUNITY FORESTRY GRANT RESOLUTION**) which states that the governing body concurs with the proposal and will sign a Grant Memorandum of Agreement if awarded a grant (this resolution should be submitted as part of the proposal package) by the applicant is required.
- The maximum grant allocation is **\$30,000** in this category.
- Up to 10% of the awarded grant funds can be used for reimbursement of in-house staff time devoted to execution or oversight of these projects. Additional staff time can be used as match.

Subcategories of Category 1:

1. **Ordinance Development or Revision** – This includes costs associated with reproduction, mailing or consultant fees to develop or revise a tree protection ordinance.
2. **Tree Inventories** – This is for the development of a local tree inventory/hazardous tree inventory on non-federal public properties (includes parks, rights-of way and preserves). This can include the purchase of hardware, software and related equipment, as well as fees paid to vendors to conduct the inventory.
3. **Management or Master Plans** – This is for the development of a management plan to guide the management of urban trees on non-federal public properties.
4. **In-House Training** - This is for the development of (or improvement of) an in-house U&CF training package. This can include instructor fees, but not travel.

5. **Staffing** - This is for the employment of an urban forestry professional, technician or consultant. The U&CF grant is to help local governments get programs started and is not meant to be a continual funding source for staffing. Staffing is limited to three grant years of funding from this program, and funding is not guaranteed from one year to the next. Funding is limited to **\$20,000**. The narrative should include specific activities (deliverables) that this position will accomplish during the grant period.
6. **Student Internships** – This is for the employment of a student intern in urban forestry or a student from a related field of study for the development of or improvement of a U&CF program. The narrative should include specific activities (deliverables) that this position will accomplish during the grant period.
7. **Equipment** - for the purchase of field data recording equipment and computer software. Funding is limited to **\$4,000**.

Category 2: Demonstration or Site Specific Projects

Qualified Applicants: Local governments, Native American tribal governments, nonprofit organizations and educational institutions.

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

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

Total grants in category 2 (site specific tree planting projects) will not exceed **20%** of available state funds. All plant materials must meet the Division of Plant Industry's standards for a Florida Grade #1 specimen or be of equivalent or better quality. Proposals must include a three (3)-year maintenance plan at the grant recipient's expense. Maintenance costs incurred after certification by the FFS are ineligible for reimbursement. A resolution signed by the owner of the property must be included in the proposal package, which states that they concur with the proposal. A Grant Maintenance Memorandum of Agreement must be signed by the grant recipient if awarded a grant. No more than **ten percent (10%)** of the grant funds may be budgeted for personnel costs in this category.

Subcategories of Category 2:

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

The maximum grant award for demonstration tree planting is **\$20,000**. A 60-day "grow-in period" is required prior to Certification of Acceptance by the Department and the processing of a final reimbursement. The proposal should state how the trees will be watered and cared for during the grow-in period.

2. **Tree Planting Requirements:**

- a. Trees/palms (including those planted as part of the local match) must be Florida Grade #1 or equivalent (Florida Division of Plant Industry, Grades and Standards).
- b. Trees may not exceed a 4-inch caliper. Palms may not be taller than 16 feet, clear trunk.
- c. Minimum tree size is 1 and 1/2 inch caliper, in at least a 15 gallon container.

- d. At least three tree species native to the area and suitable for the site and objective must be planted.
 - e. Up to **ten percent (10%)** of the grant award may be used for the purchase and/or installation of irrigation equipment or an irrigation system, or for supplemental watering during the 60 day grow-in period.
 - f. Trees listed on the Exotic Pest Plant Council's MOST RECENT list of Florida's Invasive Species may not be planted as any part of this grant program. The list may be found on the internet at www.fleppc.org.
 - g. Maximum allowable cost per individual tree or palm is **\$450**, which can be split between grant and match for purchase and planting.
 - h. Written approval is required (as part of the proposal) from the Florida Department of Transportation for planting and maintenance on any state right-of-way.
 - i. Eligible multi-stemmed tree species include only those listed on the Right Tree/Right Place posters produced by the Florida Urban Forestry Council, unless FFS permission is granted for other species.
 - j. A maximum of **\$12** per tree may be spent on planting materials during the 60 day grow-in period only.
 - k. Up to **ten percent (10%)** of the grant award may be spent on site-preparation costs directly related to the tree planting.
 - l. Successful applicants may rent equipment with which to plant the trees or palms. The maximum allowance is **ten percent (10%)** of the grant award.
 - m. Proposals must include the following:
 - 1. A detailed planting plan (site plan) which shows the location of the trees/palms, existing structures and site limitations such as underground utilities and overhead wires.
 - 2. A location map.
 - 3. A minimum of three color photographs of the planting site.
3. **Demonstration tree protection projects** – This is for the development and installation of a demonstration tree protection project. Funds are for the purchase of materials, rental equipment and labor costs for installation and associated interpretive (educational) materials. The maximum grant award for a tree protection demonstration is **\$10,000**.
4. **Demonstration maintenance projects** – This is for the demonstration of correct tree maintenance techniques (pruning, fertilization, lightning protection, etc.) that improve U&CFs. Practices must be performed according to ISA standards. The maximum grant award for demonstration maintenance projects is **\$10,000**.

Category 3: Nonprofit Administration

Qualified Applicants: Nonprofit Organizations

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

Subcategories of Category 3:

- 1. **Staffing** - This is for the employment of additional staff member(s) or to increase the number of hours of an existing local program manager or administrator on the staff of a local non-profit volunteer group.

2. **Student internships** – This is for the employment of an intern student in U&CF (or another related field of study) to assist with the development or improvement of a U&CF program.

Funding is limited to three grant years and is not guaranteed from one year to the next. The narrative should include specific activities that this position will accomplish during the grant period. **The proposed goals and activities of these staff members must be consistent with the goals of this grant program.**

Category 4: Information and Education

Qualified Applicants: Local governments, Native American tribal governments, nonprofit organizations and educational institutions

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

Subcategories of Category 4:

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

SELECTION CRITERIA

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

1. The proposal must contain all the requested information, be legible and understandable.
2. A resolution or letter approving the proposal and authorizing the chief executive officer of the applicant to execute agreements and documents associated with the grant request must be submitted as part of the proposal.
3. A budget detailing all costs of the project must be submitted with the proposal.
4. Late proposals, email transmissions and fax transmissions will not be accepted or considered. Unsigned proposals will be ruled ineligible.

PROPOSAL EVALUATION CRITERIA

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

1. The U&CF Subcommittee shall evaluate each proposal based upon how well the proposal meets the purpose of the grant program. Maximum possible points is **150 points**, including bonus points. A minimum score of **90 points** is required to be considered eligible for funding.
2. The scoring of proposals is based upon the following prioritized and weighted attributes:

a. **Previous U&CF Grants Received - 20 Points Maximum**

The highest score will be given to first-time applicants whose proposals will help to initiate or enhance their community forestry program and communities with populations of less than 20,000 inhabitants.

Applicants that are applying to continue the second year of a grant-funded staff position will receive 15 points. Other applicants will have five points deducted from their maximum score for each grant approved in the past three years.

b. **Urban Forestry Program Development - 20 Points Maximum.**

The highest score will be given to proposals that provide documentation indicating that the proposal (applicant) is enhancing its capacity to build a sustained program and/or address urban and community forestry needs. The current state of the applicants' urban forestry program will be considered, as well as the project's potential to improve that program, as well as citizen awareness and citizen participation.

c. **Demonstrated Need - 20 Points Maximum**

The highest score will be given to proposals that demonstrate an economic need for cost-share dollars, in particular, smaller, rural communities or underserved neighborhoods in larger cities.

d. **Well-Defined Goals and Objectives - 15 Points Maximum**

The highest score will be given to proposals that clearly state goals and objectives that will expand/complement existing U&CF efforts, as defined above under Urban Forestry Program Development.

e. **Technical Correctness – 15 Points Maximum**

The highest score will be given to proposals which include competent project supervision, adherence to tree planting and other practice specifications and knowledge of how to implement the practice they are proposing.

f. **Environmental and Educational Value - 10 Points Maximum**

The highest score will be given to proposals that will contribute multiple environmental benefits to the community and educate a significant sector of the public or local professional community.

g. **Cost Effectiveness - 10 Points Maximum**

The highest score will be given to proposals that will clearly maximize results with the efficient use of grant dollars, clearly describe how funds will be expended and adhere to the cost parameters listed in this RFP. Including written estimates will enhance this score.

h. **Level of Community Involvement or Support - 10 Points Maximum**

The highest score will be given to proposals that provide documented community support, involve **partnerships** with private industry, volunteer groups or local governments and encourage continued citizen involvement in the local urban forestry program. At least three letters of endorsement from the local community are recommended.

i. **Promotional Value - 5 Points Maximum**

The highest score will be given to proposals which have a high potential for positive public relations, where the applicant indicates a strategy for publicizing the project.

j. **Completeness of Proposal - 5 Points Maximum**

The highest score will be given to proposals which are complete, include all of the required attachments and provide a detailed explanation of the proposal.

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

k. **Tree City or Tree Campus USA certification – 5 Points Maximum**

This indicates a community's commitment to sustaining their urban forestry program.

l. **Tree City Growth Award Recipient – 5 Points Maximum**

The community demonstrates an increasing commitment to its urban forestry program.

m. **Proposal Specifies a Certified Arborist(s) or a Graduate Forester from an Accredited Four Year Bachelor of Science in Forestry Program will be Involved in Project Implementation – 5 Points Maximum**

This indicates a community's commitment to the proper implementation of urban forestry practices.

n. **New Partnership Established for Project – 5 points Maximum**

This demonstrates a community's commitment to pursue alternative resources.

REJECTION OF PROPOSALS

The Department reserves the right to recommend partial funding of proposals; the right to reject any or all proposals or waive minor irregularities, when to do so would be in the best interest of the state of Florida, and to reject the proposal of a proposer whom the Department determines is not in a position to perform the contract.

Minor irregularities are those which will not have a significant or adverse effect on overall competition, cost or performance.

POSTING AND RECOMMENDED AWARDS

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

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

LATE PROPOSALS

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

COST OF PREPARATION

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

URBAN AND COMMUNITY FORESTRY GRANT MEMORANDUM OF AGREEMENT (AND MAINTENANCE MEMORANDUM OF AGREEMENT, IF APPLICABLE)

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

The Grant Memorandum of Agreement shall detail the responsibilities of the applicant, a schedule and the terms of payment for the project (**ATTACHMENT N, EXAMPLE FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AGREEMENT**).

EXECUTION OF AGREEMENTS AND DOCUMENTS

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

1. It will be the responsibility of the applicant to ensure that the Federal Financial Assistance Subrecipient Agreement is fully executed within sixty (60) days upon receipt. Failure to comply with this schedule may result in the grant offer being withdrawn.
2. Although it is the intent of the Department to expedite the grant award process as much as possible, applicants should be aware that execution of the Federal Financial Assistance Subrecipient Agreement could be delayed for some time until federal funding is received. Projects should be scheduled accordingly. **No costs to be charged against the grant or counted as match can be incurred before the Federal Financial Assistance Subrecipient Agreement is executed.**
3. The Federal Financial Assistance Subrecipient Agreement prepared between the Department and the applicant shall stipulate:
 - a. What is to be accomplished under the grant?
 - b. The schedule and payment terms.
 - c. The schedule and content of progress reports.
 - d. Any penalties or actions that the Department will take in the event of noncompliance.

- e. The methods to be used by the Department to determine compliance with the terms of the grant agreement.
- f. Maintenance responsibilities for trees planted as part of the grant program.

REVIEW OF PROJECTS IN PROGRESS AND UPON COMPLETION

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

A progress report (**ATTACHMENT D, SUBRECIPIENT QUARTERLY PERFORMANCE PROGRESS REPORT**) showing the status of the project is due **December 31, 2016**, and shall be due quarterly until project completion.

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

All projects must be completed by **January 31, 2018**. All reimbursement claims must be submitted by **March 31, 2018**.

FUNDING SOURCE

Grant awards are 100% funded by the federal government through the U.S. Forest Service. These funds are nationally authorized by the 1995 Farm Bill. For fiscal year 2016, the FFS has allocated an estimated **\$400,000** of the funds that we anticipate receiving from the U.S. Forest Service to this grant program. Should additional funding become available, it will be added to this amount.

Funds will be allocated to regions based on population (**ATTACHMENT L, ALLOCATION OF GRANT FUNDS**). FDACS reserves the right to transfer surplus funds from one region of the state to another so as to fully utilize federal funding.

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

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

ALLOWABLE COSTS

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

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

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

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

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

The maximum allowable assessment for in-kind match for general volunteer labor (non-professional) is **\$21.24** per hour. Salaried or hourly employees working in the same job class may use their current salary and benefit rate for match purposes.

METHOD OF REIMBURSEMENT

Reimbursements can be made on a quarterly basis, if requested. **No advance payments will be provided.** Applicants must submit a completed Subrecipient Payment Request Summary Form (**ATTACHMENT E, SUBRECIPIENT PAYMENT REQUEST FORM**) to the Department with sufficient attachments to verify the claims made. These may include invoices, receipts, canceled checks, payroll log sheets, etc. FDACS will submit the claim for payment. No more than 75 percent of the grant amount will be paid to the grantee prior to the submission of a completed Certification of Acceptance endorsed by the Department.

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

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

Upon receipt of these items in the Forest Management Bureau in Tallahassee, the Department will submit the claim for payment. Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the contractor's rights and the state agency's responsibility concerning interest penalties and time limits for payment of invoices (**ATTACHMENT J, 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 OR FFS, IS INELIGIBLE FOR REIMBURSEMENT.

The Federal Employer Identification Number (FEID #) will be the primary factor used to identify applicants. FDACS cannot process a contract or a request for reimbursement without the FEID number. See **ATTACHMENT J, REGISTRATION WITH MYFLORIDAMARKETPLACE / REGISTRATION FOR SUBSTITUTE W-9.**

SPECIAL PROVISIONS**GRANT AGREEMENT AND CONDITIONS**

Terms and conditions within the grant agreement (**ATTACHMENT N, EXAMPLE FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AGREEMENT**) and associated attachments shall apply.

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

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

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

"Funding for this publication is provided in part by the USDA Forest Service. In accordance with federal law and USDA policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write: USDA, Director, Office of Civil Rights, Room 326-W, Whitten building, 1400 Independence Avenue SW, Washington, DC 20250-9410, or call 202/720-5964 (Voice and TDD). USDA is an equal opportunity provider and employer. "

PUBLIC ENTITY CRIMES

A person or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime; may not submit a bid on a contract to provide any 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 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.

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 be in compliance with this circular.

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

Any person submitting a response to this proposal **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 F, 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 H, 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 RFP must complete and enclose the Conflict of Interest Statement form (**ATTACHMENT G, CONFLICT OF INTEREST STATEMENT**) with their proposal.

NON-DISCRIMINATION STATEMENT

In accordance with federal law and USDA policy, the contractor is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

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

INTERPRETATIONS/DISPUTES

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

AWARD OF IDENTICAL (TIE) PROPOSALS

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

QUESTIONS

Questions concerning the technical aspects of the proposal or the applicants' workshops should be directed to the nearest FDACS, FFS office (**ATTACHMENT M, DISTRICT/CENTER CONTACTS**) or to:

Lou Shepherd
Urban Forestry Program Coordinator, Florida Forest Service
Florida Department of Agriculture and Consumer Services
3125 Conner Boulevard, C-25
Tallahassee, FL 32399-1650
Telephone (850) 681-5881

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

Vianka Colin
Florida Department of Agriculture and Consumer Services
407 S. Calhoun Street
Mayo Building, Room SB-8
Tallahassee, FL 32399-0800
Telephone (850) 671-7181
Email: Vianka.Colin@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 bidders, which are in writing and signed, will be recognized by the purchaser as duly authorized expressions on behalf of the proposer.

SCHEDULE OF EVENTS

February 12, 2016	RFP advertised and released.
March 31, 2016	Sealed proposals must be received by the Department. Proposals shall be opened at the Department's Purchasing Office, SB-8, Mayo Building, 407 South Calhoun Street, Tallahassee, Florida, 32399-0800.
May 30, 2016	Evaluation of proposals.
June 30, 2016	Expected date for posting award notice of Department's contract award recommendations at http://myflorida.com , Doing Business with the State of Florida, Everything for Vendors and Customers, Vendor Bid System, Search Advertisements. Tabulations shall remain posted for a period of seventy-two (72) hours.
October 2016	Expected grant agreement (contract) execution and authorization to begin based upon receipt of federal funds.
December 1, 2016	First Subrecipient Quarterly Performance Progress Report is due.
November 1, 2017	Deadline for submitting request for no-cost time extension.
January 31, 2018	Contract ending date.
March 31, 2018	Deadline for final reimbursement claims.

ATTACHMENT A
2016 FLORIDA URBAN AND COMMUNITY FORESTRY GRANT

SCOPE OF WORK

GENERAL INSTRUCTIONS: Please complete all items pertaining to the Category Grant for which you are applying. The proposal packet must not exceed thirty (30) one sided pages, including attachments. All attachments must be 8 1/2" X 11". Six (6) copies, (one copy with original signatures and five copies) of the proposal must be received no later than 2:00 p.m., March 31, 2016, at:

Florida Department of Agriculture and Consumer Services
Purchasing Office - **U&CF - 2016 PROPOSAL**
407 South Calhoun Street
Mayo Building - Room SB-8
Tallahassee, FL 32399-0800
Telephone (850) 617-7181

If you have any questions, please see **ATTACHMENT M, District/Center Contacts.**

PROPOSER INFORMATION (Please Print or Type)

Project Title: _____

Proposer Name: _____

Name and Title of Contact Person: _____

Address: _____

Zip: _____ Phone: _____ US Congressional District Number: _____

FEID Number: _____ DUNS Number: _____

Email address: _____

Is your organization a Non-profit corporation pursuant to Chapter 617, Florida Statutes? Yes _____ No _____

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

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

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

Urban Tree Inventory or Management Plan, how current? _____

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

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

Authorized Executive Officer: _____

Title: _____

Signature: _____

Date: _____

(SCOPE OF WORK CONTINUED)

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

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

Describe the goals and objectives of this project:

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

Describe why these funds are needed to complete this project:

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

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

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

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

How will this project be publicized in the local community?

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

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

What new partnerships will the project create or encourage?

ATTACHMENT B

BUDGET

Activity: _____

Specific Description: _____

SUMMARY OF COSTS

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

	REQUESTED GRANT \$	LOCAL MATCH \$
Personnel	_____	_____
Fringe Benefits	_____	_____
Equipment (if authorized)	_____	_____
Supplies	_____	_____
Contractual (if authorized)	_____	_____
Trees	_____	_____
Overhead (5% for match)	_____	_____
Total Requested Grant (I)	_____	_____
Total Matching Costs (II)	_____	_____
Total Program Costs (III)	_____	_____

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

_____ % Grant request

_____ % Local match

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

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

County: _____

Describe the Specific Location of the Project: _____

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

Who has maintenance responsibility for the Project after completion? _____

Is the Land Ownership Public or Private? _____

Name of Landowner: _____

Project Title: _____

Applicant Name: _____

(BUDGET CONTINUED)

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

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

COST ITEMS	QUANTITY	RATE OR PRICE	GRANT COST	MATCH COST
<u>Personnel</u> (List titles or positions)				
<u>Fringe Benefits</u>				
<u>Equipment</u> (List items)				

BID NUMBER: RFP/DM 15/16

OPENING DATE:

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

BID NUMBER: RFP/DM 15/16

OPENING DATE:

COST ITEMS	QUANTITY	RATE OR PRICE	GRANT COST	MATCH COST
<u>Trees</u> (List species and size)				
Overhead (5% of grant for match)				
Total				

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

ATTACHMENT C
EXAMPLE

URBAN AND COMMUNITY FORESTRY GRANT

RESOLUTION 15-05

CITY OF ST. AUGUSTINE BEACH
ST JOHNS COUNTY

RE: TO ENTER INTO A GRANT WITH THE
STATE OF FLORIDA, FLORIDA
DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES, FLORIDA FOREST
SERVICE

The City Commission of St. Augustine Beach, St. Johns County, Florida, in regular meeting duly assembled on Monday, April 5, 2015, resolves as follows:

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

WHEREAS, the City of St. Augustine Beach desires to apply for an Urban and Community Forestry Grant which would provide monies in which to help fund the St. Augustine Beach Urban Forestry Education program, and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of St. Augustine Beach, St. Johns County, Florida:

Section 1. The City Commission supports the development of an educational program to further educate its residents and local tree services on proper tree care and maintenance.

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

RESOLVED AND DONE, this 5th day of April, 2015, by the City Commission of the City of St. Augustine Beach, St. Johns County, Florida.

BY: _____
Mayor

ATTEST: _____
City Manager



ATTACHMENT D

Florida Department of Agriculture and Consumer Services
Division of Administration

**ADAM H. PUTNAM
COMMISSIONER**

SUBRECIPIENT QUARTERLY PERFORMANCE PROGRESS REPORT

1. Federal Award Identification Number (FAIN)	2. Federal Award Number	3. Subrecipient Agreement Number
4. Recipient Florida Forest Service 3125 Conner Boulevard, C-25 Tallahassee, Florida 32399-1650		5. Subrecipient Name: Address: City, State, Zip+4:
6. Subrecipient FEIN:	7. Subrecipient DUNS Number:	8. Reporting Period End Date:

A. Narrative: What major activities and accomplishments have been completed during this reporting period?

B. Problems: Are there any foreseen delays in completing the project within the project period?

C. Significant findings and events:

D. Activities planned for next reporting period:

E. Are you on target to achieve the project goals?

F. Did you link your budgets to program/project activities?

Performance Measures						
Deliverable #	Task #	Task Description	Indicator	Costs per Unit	Outcome Measures	Funding Expended

I certify to the best of my knowledge and belief that this report is correct and complete for performance activities for the purposes set forth in the award documents.

Subrecipient Representative Signature _____ Print Name and Title _____ Date _____

ATTACHMENT E SUBRECIPIENT PAYMENT REQUEST FORM



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

SUBRECIPIENT PAYMENT REQUEST SUMMARY FORM

Date of Request:	Subrecipient Agreement #:	Billing Period:	Federal FAIN:	Payment Request #	
Subrecipient Name: Address: City, State, Zip + 4:		Subrecipient FEIN:		Subrecipient Agreement Manager Name: Email: Phone:	
Category of Expenditure	Approved Budget	Amount of this Request	Total Cumulative Payments	Matching Funds	Total Cumulative Matching Funds
Personnel					
Fringe Benefits					
Travel (if authorized)					
Equipment (if authorized)					
Supplies					
Contractual (if authorized)					
Other Expenses					
Total Direct Charges					
Indirect Charges					
Total Amount					
Total Budget Amount		Agreement Period:			
Less Total Cumulative Payments					
Total Remaining in Agreement					

All supporting documents for the expenditures must be attached in accordance with the subrecipient agreement.

I certify to the best of my knowledge that all expenditures are for the appropriate purpose, in accordance with all applicable laws, rules and regulations applicable to expenditures of federal funds, and in accordance with the agreements set forth in the application and award document.

Subrecipient Grant Manager's Signature

Print Name

Date

FDACS-02019 05/15

SUBRECIPIENT PERSONNEL COSTS SCHEDULE

Date of Request:	Subrecipient Agreement #:		Billing Period:		Federal FAIN:
Employee First and Last Name	Job Classification	Project Hours this Period	Hourly Rate	Project Labor Cost	Deliverable # and Task #
Total					

Total

if additional lines are needed, please insert above the total line.

I hereby certify that the above listed employees worked on the project as reflected.

Subrecipient Grant Manager's Signature

Date

FDACS-02019 05/15

SUBRECIPIENT FRINGE BENEFITS COST SCHEDULE

Date of Request	Subrecipient Agreement #		Billing Period	Federal FAIN
Employee First and Last Name	Job Classification	Project Hours this Period	Actual Fringe Benefits Costs	Deliverable # and Task #
Total				

If additional lines are needed, please insert above the total line.
 Please remember only actual fringe benefit costs can be charged to the grant. If you have an approved fringe rate from a federal agency, please provide a copy of the approval letter.

I hereby certify that the above listed employees worked on the project as reflected.

_____ Subrecipient Grant Manager's Signature

_____ Date

SUBRECIPIENT TRAVEL COST SCHEDULE

Date of Request	Subrecipient Agreement #		Billing Period		Federal FAIN
Employee First and Last Name	Travel #	Destination	Travel Cost	Purpose of Travel	Deliverable # and Task #
Total					

If additional lines are needed, please insert above the total line.

Any travel expenses must have been specified in the budget plan and scope of work.

I hereby certify that the above listed travel expenses are in compliance with Section 112.061, Florida Statutes, governing payments by the State for travel expenses.

Subrecipient Grant Manager's Signature

Date

SUBRECIPIENT EQUIPMENT COST SCHEDULE

Date of Request	Subrecipient Agreement #		Billing Period		Federal FAIN
Equipment Description	Vendor Name	Vendor Invoice Number	Check Number and Date	Equipment Cost	Deliverable # and Task #
Total				_____	

If additional lines are needed, please insert above the total line.

Any equipment purchases must have been specified in the budget plan and scope of work.

I hereby certify that the above listed equipment was purchase for this agreement. I hereby certify that the above listed equipment was used to accomplish deliverables and tasks for this agreement.

Subrecipient Grant Manager's Signature

Date

FDACS-02019 05/15

SUBRECIPIENT SUPPLIES COST SCHEDULE

Date of Request	Subrecipient Agreement #	Billing Period		Federal FAIN
Vendor Name	Vendor Invoice Number	Check Number and Date	Project Cost	Deliverable # and Task #
		Total		

Total

If additional lines are needed, please insert above the total line.

I hereby certify that the purchases noted above were used in accomplishing the project.

Subrecipient Grant Manager's Signature

Date

FDACS-02019 05/15

SUBRECIPIENT OTHER EXPENSES COST SCHEDULE

Date of Request	Subrecipient Agreement #	Billing Period		Federal FAIN
Vendor Name	Vendor Invoice Number	Check Number and Date	Project Cost	Deliverable # and Task #
Total				

Total

If additional lines are needed, please insert above the total line.

I hereby certify that the purchases noted above were used in accomplishing the project.

Subrecipient Grant Manager's Signature

Date

FDACS-02019 05/15

SUBRECIPIENT INDIRECT CHARGES COST SCHEDULE

Date of Request	Subrecipient Agreement #		Billing Period	Federal FAIN
Basis for Indirect Rate	Billing Period Costs	Indirect Rate	Indirect Cost	Deliverable # and Task #
Personnel Costs				
Modified Direct Costs				
Total			<u> </u>	

I hereby certify the above indirect charges are correct.

Subrecipient Grant Manager's Signature

Date

ATTACHMENT F



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

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

LOBBYING

As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over \$100,000 involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 7 CFR Part 3017, for persons entering into a contract, grant or cooperative agreement over \$25,000 involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false 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

FDACS-01522 09/12

ATTACHMENT G



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Bureau of General Services

CONFLICT OF INTEREST STATEMENT

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

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

Signature of Authorized Representative

Date

Print Name

Bid Number

ATTACHMENT H



ADAM H. PUTNAM
COMMISSIONER

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

FDACS-01218 09/12

ATTACHMENT I

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. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have 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.

ATTACHMENT J

REGISTRATION WITH MYFLORIDAMARKETPLACE

In order to process your application and pay you under an agreement, the State of Florida - Department of Financial Services has advised that you must register as a vendor in MyFloridaMarketPlace and complete a Substitute W-9.

MyFloridaMarketPlace is the State of Florida's electronic Procurement system. This system is designed to streamline interactions between vendors and state government entities that purchase goods and services, and provides an Internet portal where vendors register, receive information on upcoming bids, post information on products and services, and receive purchase orders electronically. *In order to complete the vendor registration process, you will need to have your taxpayer id number (or company FEID number), and contact information available.*

Username must be between 6 and 12 characters. Usernames are case sensitive.

Example: salesrep1 or sarahsmith

After you complete your registration, you can change your username only by calling Vendor Registration Customer Service at (866) 352-3776 to inform the State that you would like to change the username

Password must be between 6 and 15 characters. Passwords are case sensitive.

Example: Secret11

Main Contact Information

- Username and Password
- Main Contact**
- General Information
- Business Profile
- Certified Business Enterprises
- Locations and Contacts
- Commodity Codes
- Solicitations
- Registration Confirmation

General Information

- Username and Password
- Main Contact
- General Information
- Business Profile
- Certified Business Enterprise
- Locations and Contacts
- Commodity Codes
- Solicitations
- Registration Confirmation

Saved Main Contact Information

General Information

Please answer some basic questions about your Company. After you have completed the General Information section, click Save Changes to proceed with your registration.

Company Name: ? required

Short Name (DBA): ?

1099 Name: ? required

Dun and Bradstreet Number: ?

Company Website: ?

Florida Revenue ID Number: ?

Please enter the name that appears on your 1099 form. If a 1099 name already exists for your tax identification number, the name will appear below. This name cannot be changed, but it can be contested. If you are going to contest the name, please check the appropriate box below AND call Vendor Registration Customer Service at 866-352-3776 to inform the State that you will be contesting the name.

This name must match the name to which your FEIN or SSN was issued. It may be different from the company name entered at the initial registration page. If you file taxes under a Social Security Number, the name format will be: Last, First MI. If you file taxes under a FEIN number, enter the company name that appears on the 1099 form. This name must also match the name on file with FLAIR for direct deposit accounts (ACH) if one exists.

Business Profile

- Username and Password
- Main Contact
- General Information
- Business Profile
- Certified Business Enterprise
- Locations and Contacts
- Commodity Codes
- Solicitations
- Registration Confirmation

Saved general vendor information

Business Designation

Please select the business designation that best describes your company. You may only choose one designation. - required

US Corporation

Date of Incorporation (mm/dd/yyyy): ...

State where incorporated: ▾

Other

If Other, please select one: ▾ ?

Primary Place of Business

In which state is your company domiciled? Which is your company's primary place of business? - required

Primary Place of Business: ▾

OTHER Selections

Corporation

In forming a corporation, prospective shareholders transfer money, property, or both, for the corporation's capital stock. A corporation generally takes the same deductions as a sole proprietorship to figure its taxable income. A corporation can also take special deductions. The profit of a corporation is taxed to both the corporation and to the shareholders when the profit is distributed as dividends. However, shareholders cannot deduct any loss of the corporation.

Domicile

The state in which your company has its principal place of business, and as it relates to corporations, the state under whose laws the corporation was formed.

Estate/Trust

A combination of firms or corporations formed by an agreement establishing a trust whereby shareholders in the separate corporations exchange their shares for shares representing proportionate interest in the principal and income of the combination and surrender to the trustees the management and operation of the combined firms or corporations.

Foreign Entity

A corporation organized under the laws of a state or government other than that in which it is doing business.

Government Entity

A city, county, state, federal, or other government entity that provides goods or services.

Non-corporate Rental Agent

A non-corporate agency that rents goods or services.

Non-Profit with Minority Board

A non-profit business with a board of directors that is at least 51% comprised of one or more of the following minority groups: African American, Hispanic American, Asian American, or Native American. A non-profit organization is one that is not seeking or producing a profit or profits.

Non-Profit with Minority Employees

A non-profit business with at least 51% of employees comprised of one or more of the following minority groups: African American, Hispanic American, Asian American, and Native American. A non-profit organization is one that is not seeking or producing a profit or profits.

Non-Profit Serving Minority Communities

A non-profit business with customers comprised of at least 51% of the following minority groups: African American, Hispanic American, Asian American, and Native American. A non-profit organization is one that is not seeking or producing a profit or profits.

Not-for-Profit Corporation

A not-for-profit corporation is one that is not seeking or producing a profit or profits.

Partnership/Joint Venture

A partnership is the relationship existing between two or more persons who carry on a trade or business. Each person contributes money, property, labor, or skill, and expects to share in the profits and losses of the business. A partnership is not a taxable entity. Each partner includes his or her share of the partnership's income or loss on his or her tax return.

Professional Association/Professional Group

A group of persons who share common interests or a common purpose and who are organized with varying degrees of formality.

Sole Proprietorship/Self-Employed

A sole proprietorship is an unincorporated business that is owned by one individual. It is the simplest form of business organization to start and maintain. The business has no existence apart from you, the owner. Its liabilities are your personal liabilities and you undertake the risks of the business for all assets owned, whether used in the business or personally owned.

Certified Business Enterprise Registration

- 1) Username and Password
- 2) Main Contact
- 3) General Information
- 4) Business Profile
- 5) Certified Business Enterprise
- 6) Locations and Contacts
- 7) Commodity Codes
- 8) Solicitations
- 9) Registration Confirmation

Saved Business Profile Information

I am not seeking Minority Business Certification

Minority Designations	State of Florida Certified	Non-Certified
African American Business	<input type="radio"/>	<input type="radio"/>
Hispanic American Business	<input type="radio"/>	<input type="radio"/>
Asian American Business	<input type="radio"/>	<input type="radio"/>
Native American Business	<input type="radio"/>	<input type="radio"/>
Non-Profit with		
Minority Board		<input type="radio"/>
Minority Employees		<input type="radio"/>
Serving minority Communities		<input type="radio"/>
Other		<input type="radio"/>

Other Designations

Federal "8A" Designated Business	<input type="radio"/>
State of Florida Small Business Designation	<input type="radio"/>

Woman-owned Designation

None	State of Florida Certified	Non-Certified
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

Service-Disabled Veteran Business Enterprise (SDVBE) Designation

None	State of Florida Certified	Non-Certified
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

Save Changes

Locations/Contacts

- Username and Password
- Main Contact
- General Information
- Business Profile
- Certified Business Enterprise
- Locations and Contacts
- Commodity Codes
- Solicitations
- Registration Confirmation

Vendor Location Information Saved

Locations/Contacts ?

Please add at least one entry to the Contacts and Locations sections below. Once you have completed this page, please click the 'Save Changes' Button to proceed with your registration. For more information, please click the information icon in the title bar above.

Contacts ?

Click the 'New Contact' Button to enter a new contact person. Click the 'Edit Contact' Button to review and edit existing contact information. For additional information regarding contact types, please click the information icon in the title bar above.

Contact Information

Name	Phone	Email	Type	
John Smith	850-123-4567	john.smith@yahoo1.com	Main	Edit Delete

Locations ?

Click the 'New Location' Button to enter a new location for your company. Review existing location information by clicking the icon to expand the desired location. For more information regarding entering location information, please click the information icon in the title bar above.

Warehouse (example)	Sequence 001	Edit Delete	[+] View Details
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There are three different address types for each individual location you will be adding. When entering location information, you will be required to enter information for all three of the address types before the location will be added to your registration. **You will be unable to proceed to the next step of the registration process until at least one location is entered and complete.***

For each of your company's locations, please enter the following (on next page, you can enter the PO Address and use 'Copy data from Purchase Order for Remit Address and Billing contact)

1. Purchase Order Address and Information
2. Remit To Address
3. Billing Contact and Address

*You have to add a 'New Location' to go to next screen.

Location Information

- Username and Password
- Main Contact
- General Information
- Business Profile
- Certified Business Enterprise
- Regulations and Contracts
- Commodity Codes
- Solicitations
- Registration Confirmation

Please enter the following three items: 1) Purchase Order Information, 2) Remit to Address and 3) Billing Contact for this location.

You will be unable to proceed to the next step of the registration process until at least one location is entered (ordering, remit and billing) and complete

Location Name Warehouse (example) **required**

The Location Name should include any information needed to uniquely identify the location: division name, subsidiary business name, geographic location, product, division, etc.

Example: 'Company Name, City' or 'Warehouse'

Purchase Order Information

PO Contact

PO Email Address **required**

Please select the method by which you would like to receive purchase orders:

Email Fax

PO Fax Country Code **required**

PO Fax Number

Fax number required only if you select fax as your order method

Country **required**

Address Line 1 **required**

Address Line 2

City *Required for US vendors*

County *Required for Florida vendors*

State *Required for US vendors*

Zip *Required for US vendors*

Remit To Address

Remit To Contact

Country **required**

Address Line 1 **required**

Address Line 2

City *Required for US vendors*

County *Required for Florida vendors*

State *Required for US vendors*

Zip *Required for US vendors*

Fax Country Code **required**

Remit To Fax Number

Billing Contact

Billing Contact

Billing Contact Email

Yes I would like to receive monthly email Notifications from the State reminding me To pay my 1% transaction fee

Fax Country Code **required**

Billing Fax Number

Country **required**

Address Line 1 **required**

Address Line 2

City *Required for US vendors*

County *Required for Florida vendors*

State *Required for US vendors*

Zip *Required for US vendors*